

## **Change of Lodging House Agent**

Owner: 1061 Beacon Street. LLC  
Location: 1061 Beacon St.

### **Application Details:**

This is a request for a Lodging House Agent Yuzhao Yang for 1061 Beacon St. LLC at 1061 Beacon St.

### **Reports:**

Health Department (Approved)  
Police Department (Approved)

OFFICE OF THE SELECT BOARD

M E M O R A N D U M

TO: Jennifer Paster, Acting Chief of Police  
Roland Lankah, Assist. Director of Public Health & Human Services

FROM: Charles Carey, Town Administrator

RE: Change of Lodging House Agent

DATE: December 27, 2022

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May we please have reports on the attached application:

Owner:	1061 Beacon Street LLC
License Type:	Change of Lodging House Agent
Location:	1061 Beacon St. Brookline, MA 02446
For one (1) New Agent:	Yuzhao Yang

This is scheduled to go before the Board on **Tuesday, January 17<sup>th</sup>**. May we please have reports no later than **Thursday, January 5<sup>th</sup>**.

Thank you.





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): 1061 Beacon Street, Brookline

ADDRESS: 1061 Beacon Street, Brookline, MA 02446

OWNER'S NAME: 1061 Beacon Street LLC

NAME OF NEW AGENT: yuzhao yang

PREVIOUS AGENT: Sachpreet Nehal

TELEPHONE: 617-266-7142

DATE OF BIRTH: 3/19/97

EMAIL ADDRESS: bostonrents@aol.com

DO YOU INTEND TO LIVE ON THE PREMISES? yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? no

IF SO, IN WHAT YEARS: n/a

AND WHAT ADDRESS (ES): n/a

EMERGENCY PHONE #: 617-266-7142

APPLICANT SIGNATURE [Signature]

DATE: Nov 8, 2022

EDUCATION

DATE: 9/1/19-present LOCATION: Boston University

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 9/1/19-present LOCATION: Boston University POSITION TA, RA

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE:  DATE: 11/8/2022

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging House License (Renewal)

NAME: Yuzhao Yang

ADDRESS: 1061 Beacon Street #12, Brookline, MA 02446

EMAIL ADDRESS: bestparents@aol.com

PHONE #: 617-266-7142

PLACE OF BIRTH: Harbin, China

FATHER'S NAME: Ning Yang MOTHER'S MAIDEN NAME: Song Gao

ARE YOU A CITIZEN? YES ☐ NO ☒ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 9/1/21 - present LOCATION: 1061 Beacon Street #12, Brookline, MA 02446

DATE: 9/1/19 - 8/31/21 LOCATION: 65 Hooker Street, Allston, MA, 02134

DATE: 9/1/17 - 9/1/19 LOCATION: Hong Kong, China

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_



*The Ministry of Foreign Affairs of  
the People's Republic of China  
requests all civil and military  
authorities of foreign countries to  
allow the bearer of this passport to  
pass freely and afford assistance in  
case of need.*

中华人民共和国

PEOPLE'S REPUBLIC OF CHINA

护 照  
PASSPORT

类型/Type

P

## Chin

护照号码 / Passport No.

E81446935

姓名 / 1. 2

杨语昭  
YANG, YUZHAO

No. 1 / Sex

57M

■ **Nationality**

中国/CH

\*/\*/\*/Date of birth

19 MAR 1997

出生地点/Place of birth

黑龙江/HEILONGJIANG

Date of issue

06 12月/DEC 2016

签发地点/Place of issue

香港  
HONG KONG

有效期至/Date of expiry

05 12月/DEC 2026

签发机关/Authority

中国外交部驻香港特区特派员公署  
OFFICE OF THE COMMISSIONER OF  
MFA OF P.R.CHINA IN H.K.SAR

持照人簽名 / Bearer's signature

楊語昭

0814686305

[illegible]

E814469356CHN9703197M2612052NB00NDOPNFBNA964



\*  
\*

90151839

[illegible]

1061 Beacon Street LLC  
248 Newbury Street  
Boston, MA 02116


Monday, November 7, 2022

Re; Building Agent Application

Dear Rachelle,

I have known Yuzhao Yang since he moved into the building. I reviewed his application and completed our standard background check. He has proven to be responsible, respectful to his neighbors and has always paid his rent on time. He's a wonderful person and an ideal tenant. It's been a pleasure having him in the building and I strongly endorse his application for Resident Agent at 1061 Beacon Street, Brookline, MA 02446.

If you have any questions, please do not hesitate to contact me.

  
Steven Handler, Manager  
1061 Beacon Street LLC

November 7, 2022

To whom it may concern,

Please be advised that I met Yuzhao Yang after he moved into 1061 Beacon Street #12, Brookline.

He's always been very friendly and doesn't hesitate to notify the office if he sees something wrong; either in the building or in his room.

His room is clean and he has not caused any damage in the building.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Dolph', written in a cursive style.

Donald Dolph  
Director of Maintenance

November 7, 2022

Dear Ms. Morson,

It is without hesitation that I recommend Yuzhao Yang for Agent at 1061 Beacon Street, Brookline.

Mr. Yang is personable and friendly and consistently greets me when I'm at the property.

The common area hallway on his floor is always tidy and he doesn't cause any problems in the building.

Edin Maldonado

Edin Maldonado  
Building Cleaner





**Jennifer Paster**  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

To: Acting Chief Jennifer Paster

From: Lieutenant Ilya D. Gruber

Date: December 27th, 2022

Subj: 1061 Beacon Street - Application for New Lodging House Agent

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Ma'am,

On behalf of 1061 Beacon Street LLC, Manager Steven Handler has applied for a change in their lodging house agent to Yuzhao Yung. 1061 Beacon Street is a licensed Lodging House in Brookline. Mr. Yung has lived at 1061 Beacon St. since September, 2021. Mr. Yung is currently a student at Boston University.

New Lodging House Agent:

Yuzhao Yung  
1061 Beacon Street  
Apartment 12  
Brookline MA, 02445  
DOB 03/19/97  
Phone: 617-266-7142  
Email: [Bostonrents@aol.com](mailto:Bostonrents@aol.com)

Mr. Yung is a current resident of the building and has been endorsed by the manager and the Director of Maintenance.

I find no reason to deny this application.

Respectfully submitted,

Lieutenant Ilya D Gruber L12





**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

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11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)

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*Sigalle Reiss, MPH, RS/REHS*  
*Director of Public Health*  
*& Human Services*

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Charles Carey  
Town Administrator  
for the Select Board

From: Sigalle Reiss, **SR**  
Health Commissioner of Public Health & Human Services

Date: 01/03/2023

Re: Lodging House Agent Approval  
1061 Beacon Street LLC  
1061 Beacon Street. Brookline, MA 02445  
Proposed Agent: Yuzhao Yang.

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Please be advised that this Department has reviewed and approved the application for a new Lodging House Agent at the above-noted Lodging Facility. This recommendation is under the condition that the proposed agent, Yuzhao Yang, attends and completes the Lodging House Training with the Health Department.

## **Change of Lodging House Agent**

Owner: 1077 Beacon Street. LLC  
Location: 1077 Beacon St.

### **Application Details:**

This is a request for a Lodging House Agent Sunyeob Park for 1077 Beacon St. LLC at 1077 Beacon St.

### **Reports:**

Health Department (Approved)  
Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Jennifer Paster, Acting Chief of Police  
Roland Lankah, Assist. Director of Public Health & Human Services

FROM: Charles Carey, Town Administrator

RE: Change of Lodging House Agent

DATE: December 27, 2022

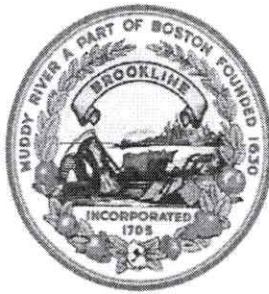
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May we please have reports on the attached application:

Owner:	1077 Beacon Street LLC
License Type:	Change of Lodging House Agent
Location:	1077 Beacon St. Brookline, MA 02446
For one (1) New Agent:	Sunyeob Park

This is scheduled to go before the Board on **Tuesday, January 17<sup>th</sup>**. May we please have reports no later than **Thursday, January 5<sup>th</sup>**.

Thank you.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): 1077 Beacon Street ✓

ADDRESS: 1077 Beacon Street, Brookline, MA 02446 ✓

OWNER'S NAME: 1077 Beacon Street LLC ✓

NAME OF NEW AGENT: Sunyeob Park ✓

PREVIOUS AGENT: Marissa Grunes ✓

TELEPHONE: 617-266-7142 ✓

DATE OF BIRTH: 11/3/98 ✓

EMAIL ADDRESS: bostonrents@aol.com ✓

DO YOU INTEND TO LIVE ON THE PREMISES? yes ✓

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? no ✓

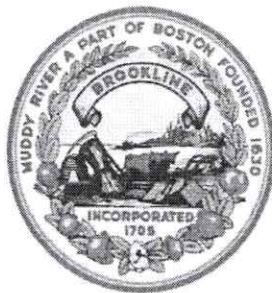
IF SO, IN WHAT YEARS: n/a ✓

AND WHAT ADDRESS (ES): n/a ✓

EMERGENCY PHONE #: 617-266-7142 ✓

APPLICANT SIGNATURE [Signature] DATE: 11/8/22





LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging House License (Renewal)

NAME: Sunyeob Park

ADDRESS: 1077 Beacon Street #9, Brookline, MA 02446

EMAIL ADDRESS: bostonrents@aol.com

PHONE #: 617-266-7142

PLACE OF BIRTH: Gumi, Republic of South Korea

FATHER'S NAME: Taekeun Park MOTHER'S MAIDEN NAME: Kim

ARE YOU A CITIZEN? YES ☐ NO ☒ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 7/15/21-present LOCATION: 1077 Beacon Street #9, Brookline, MA 02446

DATE: \_\_\_\_\_ LOCATION: Gimcheon-si, Korea lived with parents

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EDUCATIONDATE: Sep/22 - present LOCATION: Boston University

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_


EMPLOYMENT HISTORYDATE: None LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

SIGNATURE:  DATE: 11/8/22(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

*Signature of bearer*

대한민국 REPUBLIC OF KOREA

여권 PASSPORT

종류/ Type      발행국/ Issuing country  
PM              KOR

여권번호/ Passport No  
**M21995627**



성/ Surname

PARK

이름/ Given names

SUNYEON

국적/ Nationality

REPUBLIC OF KOREA

생년월일/ Date of birth

03 NOV 1998

성별/ Sex

M

발급일/ Date of issue

29 DEC 2016

기간만료일/ Date of expiry

29 DEC 2021

주민등록번호/ Personal No.

1727419

발행권정/ Authority

MINISTRY OF FOREIGN AFFAIRS

## 한글성명

박선엽

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1077 Beacon Street LLC  
248 Newbury Street  
Boston, MA 02116

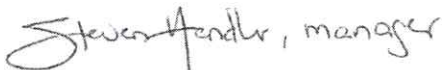
Monday, November 7, 2022

Re; Building Agent Application

Dear Rachelle,

I have known Sunyeob Park since he moved into the building. I reviewed his application and completed our standard background check. He has proven to be responsible, respectful to his neighbors and has always paid his rent on time. He's a wonderful person and an ideal tenant. It's been a pleasure having him in the building and I strongly endorse his application for Resident Agent at 1077 Beacon Street, Brookline, MA 02446.

If you have any questions, please do not hesitate to contact me.

  
Steven Handler, Manager  
1077 Beacon Street LLC

November 7, 2022

To whom it may concern,

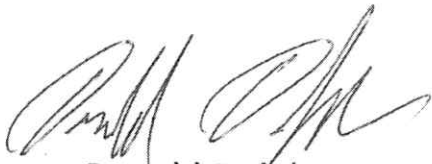
Please be advised that I met Sunyeob Park after he moved into 1077 Beacon Street #9, Brookline.

He's always been very friendly and doesn't hesitate to notify the office if he sees something wrong; either in the building or in his room.

His room is clean and he has not caused any damage in the building.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Dolph', with a stylized, cursive script.

Donald Dolph  
Director of Maintenance

November 7, 2022

Dear Ms. Morson,

It is without hesitation that I recommend Sunyeob Park for Agent at 1077 Beacon Street, Brookline.

Mr. Park is personable and friendly and consistently greets me when I'm at the property.

The common area hallway on his floor is always tidy and he doesn't cause any problems in the building.

Edin Maldonado

Edin Maldonado  
Building Cleaner



**Jennifer Paster**  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

To: Acting Chief Jennifer Paster

From: Lieutenant Ilya D. Gruber

Date: December 27th, 2022

Subj: 1077 Beacon Street - Application for New Lodging House Agent

---

Ma'am,

On behalf of 1077 Beacon Street LLC, Manager Steven Handler has applied for a change in their lodging house agent to Sunyeob Park. 1077 Beacon Street is a licensed Lodging House in Brookline. Mr. Park has lived at 1077 Beacon St. since September, 2021. Mr. Park is currently a student at Boston University.

New Lodging House Agent:

Sunyeob Park  
1077 Beacon Street  
Apartment 9  
Brookline MA, 02445  
DOB 11/03/98  
Phone: 617-266-7142  
Email: [Bostonrents@aol.com](mailto:Bostonrents@aol.com)

Mr. Park is a current resident of the building and has been endorsed by the manager and the Director of Maintenance.

I find no reason to deny this application.

Respectfully submitted,

Lieutenant Ilya D Gruber L12



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

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11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)

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*Sigalle Reiss, MPH, RS/REHS*  
*Director of Public Health*  
*& Human Services*

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Charles Carey  
Town Administrator  
for the Select Board

From: Sigalle Reiss, **SR**  
Health Commissioner of Public Health & Human Services

Date: 01/03/2023

Re: Lodging House Agent Approval  
1077 Beacon Street LLC  
1077 Beacon Street. Brookline, MA 02445  
Proposed Agent: Sunyeob Park.

---

Please be advised that this Department has reviewed and approved the application for a new Lodging House Agent at the above-noted Lodging Facility. This recommendation is under the condition that the proposed agent, Sunyeob Park, attends and completes the Lodging House Training with the Health Department.

## **Change of Lodging House Agent**

Owner: Bruce Miller & Frank Hoff  
Location: 89 Marion St.

### **Application Details:**

This is a request for a Lodging House Agent Ludwin Carranza for Bruce Miller & Frank Hoff at 89 Marion St.

### **Reports:**

Health Department (Approved)  
Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Jennifer Paster, Acting Chief of Police  
Roland Lankah, Assist. Director of Public Health & Human Services

FROM: Charles Carey, Town Administrator

RE: Change of Lodging House Agent

DATE: December 27, 2022

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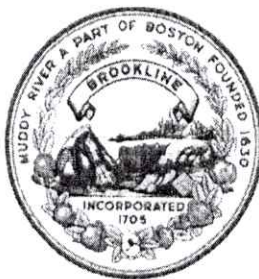
May we please have reports on the attached application:

Owner:	Bruce Miller & Frank Hoff
License Type:	Change of Lodging House Agent
Location:	89 Marion Street
For one (1) New Agent:	Ludwin Carranza

This is scheduled to go before the Board on **Tuesday, January 17<sup>th</sup>**. May we please have reports no later than, **Thursday, January 5<sup>th</sup>**.

Thank you.





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): Maverick Suites / 89 Marion, LLC

ADDRESS: 89 Marion Street, Brookline, MA 02446

OWNER'S NAME: Bruce Miller / Frank Hoff

NAME OF NEW AGENT: Ludwin Carranza

PREVIOUS AGENT: Darvin Aviles

TELEPHONE: 857-207-7189

DATE OF BIRTH: 09/21/1998

EMAIL ADDRESS: ~~dani~~ dani.mina@gmail.com

DO YOU INTEND TO LIVE ON THE PREMISES? Yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? N

IF SO, IN WHAT YEARS: N/A

AND WHAT ADDRESS (ES): N/A

EMERGENCY PHONE #: N/A

APPLICANT SIGNATURE Ludwin Carranza DATE: 12/19/2002



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging Agent / Lodging House

NAME: Ludwin Carranza

ADDRESS: 89 Marion Street, Brookline, MA 02446

EMAIL ADDRESS: danviminas@gmail.com

PHONE #: 857-207-7189

PLACE OF BIRTH: Guatemala

FATHER'S NAME: Friedman MOTHER'S MAIDEN NAME: Jeannette

ARE YOU A CITIZEN? YES ☐ NO ☒ ALIEN CARD # Permanent resident

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 12/2016-11/2022 LOCATION: 391 Malden Street, Revere, MA 02151

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EDUCATIONDATE: N/ALOCATION: N/A

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

EMPLOYMENT HISTORYDATE: 12/2021-PresentLOCATION: Maverick SuitesPOSITION: Maintenance

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

POSITION: \_\_\_\_\_

SIGNATURE: DATE: 12/19/2022(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

Mohammed Braimah Jr. - 617-901-0295

Rafael Barbosa - 508-423-1599

Kimberly Tibbets - 617-827-0780

### 3.D.

Town of Brookline Licensing Board:

Subject: Ludwin Carranza, 89 Marion Street, Brookline, MA 02446

Lodging Agent Application Character Reference

I have known Ludwin Carranza for over year as he has been an employee of my company. As his employer, I have followed his progress with interest and come to know the many positive qualities that define Ludwin.

He is a motivated and hardworking young man who has achieved well at our company. His commitment and dedication were evident in his involvement in a number of projects and initiatives within our maintenance department. As a valued member of our maintenance staff, his determination was well recognized and he was always prepared to put in the extra hours to ensure the success of our company

In my personal interactions with Ludwin, I have been impressed by his strong communication skills and his ability to establish a comfortable rapport with others. He comes across as confident and mature. His popularity among his colleagues is testament to both his interpersonal skills and loyalty.

Ludwin is an enthusiastic and helpful individual who displays a strong moral character. He proved to be both willing and competent in his role at our company. His polite efficiency has been commented on by a number of his colleagues.

Frank Hoff

[Frank@staywithmaverick.com](mailto:Frank@staywithmaverick.com)

617-529-1171

### 3.D.

Town of Brookline Licensing Board:

Subject: Ludwin Carranza, 89 Marion Street, Brookline, MA 02446

Lodging Agent Application Character Reference

I have known Ludwin Carranza for over a year, as he and I have both worked for Maverick Suites and I have had a direct working relationship with him as the Communications Manager. He has always been responsive in all request from communication personnel to maintenance staff to deal with building and guest related issues.

Ludwin is one of the most dedicated, hardworking and innovative people I've had the pleasure of working with in any capacity. He is also compassionate, kind and never misses the opportunity to help others.

Ludwin is the type of person you can count on to keep a cool head in a stressful situation, and his positive attitude is contagious.

Kimberly Tibbetts

[kimberly@staywithmaverick.com](mailto:kimberly@staywithmaverick.com)

617-827-0780

Town of Brookline Licensing Board:

Subject: Ludwin Carranza, 89 Marion Street, Brookline, MA 02446

Lodging Agent Application Character Reference

My name is Mohammed Braimah Jr. I am the Property Manager for Maverick Suites and I have served as Ludwin Carranza direct supervisor for his entire employment at Maverick Suites.

Ludwin Carranza is a young man of exceptional character and a great work ethic. He has always been trustworthy, responsible, and diligent in his work and personal efforts.

Sincerely,  
Mohammed Braimah Jr.  
617-901-0295

A handwritten signature in cursive script, appearing to read "Mohammed Braimah Jr.", written in dark ink.



UNITED STATES OF AMERICA PERMANENT RESIDENT

CHARLIE KINGS LUDWIN DANIEL 21 SEP 1998

Surname: CARRANZA MINAS  
Given Name: LUDWIN DANIEL  
USCIS#: 085-325-649  
Category: F12  
Country of Birth: Guatemala  
Sex: M  
Date of Birth: 21 SEP 1998  
Card Expires: 11/24/26  
Resident Since: 11/24/16

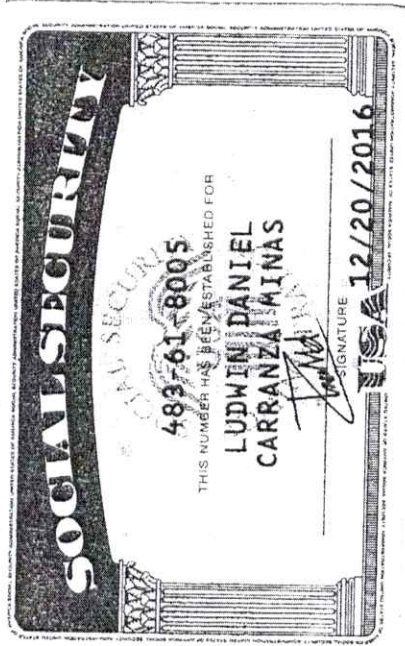
Signature Waived



### 3.D.









**Jennifer Paster**  
ACTING CHIEF OF POLICE

**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

To: Acting Chief Jennifer Paster

From: Lieutenant Ilya D. Gruber

Date: December 27th, 2022

Subj: 89 Marion Street - Application for New Lodging House Agent

---

Ma'am,

On behalf of Maverick Suites, owners Bruce Miller and Frank Hoff have applied for a change in their lodging house agent to Ludwin Carranza. Maverick Suites is located at 89 Marion Street and is a licensed Lodging House in Brookline. Mr. Carranza has lived at 89 Marion Street since December, 2022. Mr. Carranza currently works for Maverick Suites.

New Lodging House Agent:

Ludwin Carranza  
89 Marion Street  
Brookline MA, 02445  
DOB 09/21/1998  
SSN 483-61-8005  
Phone: 857-207-7189  
Email: [Damimias@gmail.com](mailto:Damimias@gmail.com)

Mr. Carranza currently works for Maverick Suites and is endorsed by the property manager, owner and other employees of the company.

I find no reason to deny this application.

Respectfully submitted,

Lieutenant Ilya D Gruber L12





**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

---

11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)

---

*Sigalle Reiss, MPH, RS/REHS*  
*Director of Public Health*  
*& Human Services*

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Charles Carey  
Town Administrator  
for the Select Board

From: Sigalle Reiss, **SR**  
Health Commissioner of Public Health & Human Services

Date: 01/03/2023

Re: Lodging House Agent Approval  
Bruce Miller & Frank Hoff  
89 Marion Street. Brookline, MA 02445  
Proposed Agent: Lunwin Carranza.

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Please be advised that this Department has reviewed and approved the application for a new Lodging House Agent at the above-noted Lodging Facility. This recommendation is under the condition that the proposed agent, Lunwin Carranza, attends and completes the Lodging House Training with the Health Department.



# Town of Brookline

## *Massachusetts*

### Authorization To Hire Request Form

1. Position **TITLE**: \_\_\_\_\_ Grade: \_\_\_\_\_

2. Department: \_\_\_\_\_ Division: \_\_\_\_\_

3. Position Control #: \_\_\_\_\_ Prior Incumbent: \_\_\_\_\_

a. Reason for Leaving: \_\_\_\_\_

4. Budgetary Information:

Department Code: \_\_\_\_ Budget Code: \_\_\_\_\_ % \_\_\_\_\_

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: \_\_\_\_\_ ☐ Part-Time: # of hours/week: \_\_\_\_\_

☐ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. \_\_\_\_\_

–

2. \_\_\_\_\_

–

3. \_\_\_\_\_

–

9. I have considered the following alternatives to filling this position:

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10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

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Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

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12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Erin Chute Gallentine</u>	Date:	<u>01/09/2023</u>
Human Resources Director:	_____	Date:	_____
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
---------------------	-------	----------------	-------

15. Notes:



OFFICE OF THE GOVERNOR  
COMMONWEALTH OF MASSACHUSETTS  
STATE HOUSE • BOSTON, MA 02133  
(617)725-4000

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

December 27, 2022

Chief John F. Sullivan  
Brookline Fire Department  
350 Washington Street  
Brookline, MA 0244702447

Dear Chief Sullivan:

Congratulations! We are pleased to inform you that the Brookline Fire Department has been awarded \$6,781 for Student Awareness of Fire Education (S.A.F.E.) and \$2,677 for Senior SAFE grants. We look forward to working with you and your community on this public fire and life safety initiative.

Additional correspondence, including all the necessary documents needed to execute this award will be provided by the Executive Office of Public Safety and Security, Department of Fire Services within the next two weeks.

Feel free to contact the Public Education Unit at (978) 567-3381 if you have any questions.

Sincerely,

Handwritten signature of Charles D. Baker in blue ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in blue ink.

Lt. Governor Karyn E. Polito





CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LT. GOVERNOR

TERRENCE M. REIDY  
SECRETARY

*The Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*

*P.O. Box 1025 ~ State Road*

*Stow, Massachusetts 01775*

*Telephone (978) 567~3100*

*www.mass.gov/dfs*



PETER J. OSTROSKEY  
STATE FIRE MARSHAL

December 27, 2022

Chief John Sullivan  
Brookline Fire Department  
350 Washington Street  
Brookline, MA 02447

Dear Chief:

I am pleased to inform you that your FY 2023 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant applications have been approved for funding. The Brookline Fire Department has been awarded \$6781 for your S.A.F.E. grant and \$2677 for Senior SAFE.

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. The current 10-year SAFE contracts will expire on June 30, 2023. Funds in the FY23 SAFE/Senior SAFE Grant program are awarded for spending until December 31, 2023, with one possible extension until June 30, 2024, allowable upon request. Therefore, the contract dates for communities receiving FY23 SAFE/Senior SAFE grants must be amended to reflect an end date of June 30, 2024. Included in this mailing is a Standard Contract Form and a Contractor Authorized Signatory Listing Form. Please print both forms. Please ensure that the individual signing the contract is listed in the box on the authorized signatory listing page, but please note that this form (CASL) MUST be signed off by an authorized signatory of your organization i.e., Town Administrator/City Manager, Board of Selectmen, Treasurer, Legal Counsel, etc. Please sign the contract "for the contractor" and mail the signed original Standard Contract Form and Contractor Authorized Signatory Listing Form to DFS at the address below as soon as possible. It is important to note that the FY23 SAFE/Senior SAFE grant funds will be disbursed upon DFS' receipt of a signed contract amendment and CASL from the community.

Julie Walrath  
Department of Fire Services  
PO Box 1025 - 1 State Road  
Stow, MA 01775

I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens.

Sincerely,

Peter J. Ostroskey  
State Fire Marshal

*Administrative Services • Division of Fire Safety*  
*Hazardous Materials Response • Massachusetts Firefighting Academy*



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Brookline (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Fire Services MMARS Department Code: DFS	
<b>Legal Address: (W-9, W-4):</b> 333 Washington Street, Brookline, MA, 02445		<b>Business Mailing Address:</b> P.O. Box 1025, Stow MA 01775	
<b>Contract Manager:</b> Chief John F. Sullivan	<b>Phone:</b> 617-730-2035	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> jfsullivan@brooklinema.gov	<b>Fax:</b> 617-730-2391	<b>Contract Manager:</b> David Clemons	<b>Phone:</b> 978-567-3179
<b>Contractor Vendor Code:</b> VC6000191738		<b>E-Mail:</b> David.Clemons@mass.gov	<b>Fax:</b> 978-567-3121
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT-DFS-1000-2023SAFEGRANT00000000	
		<b>RFR/Procurement or Other ID Number:</b> SAFEGRANT	
<b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <u>June 30, 2023</u> . Enter <b>Amendment Amount:</b> \$ <u>No Change</u> . (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input checked="" type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option):</b> <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) SAFEGRANT. This contract is for grant funds from the Student Awareness of Fire Education (S.A.F.E) Grant program administered by the Department of Fire Services. This interim contract allows for a 1 year extension to align with the FY23 S.A.F.E grant application. This interim contract will be from 7/1/23-6/30/24.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

Town of Brookline



Issued May  
2004

## COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

### 3.G.

**Massachusetts Emergency Management Agency  
FFY 2022 EMPG Application**

## APPLICANT INFORMATION

TOWN/CITY/TRIBE:			
UEI # (required):		SAMs Expiration Date (required):	

**POINT OF CONTACT (Emergency Manager/Director)**

NAME:			
TITLE:			
EMAIL:		PHONE:	

## STATEMENT OF WORK

Description of your project ( <i>who, what, when, where, why, and how</i> )

Will anything be installed? (yes / no)	
Are you purchasing any communication equipment? (yes / no)	
Are you purchasing a SUAS (drone) or accessories? (yes / no)	
Are you purchasing sonar equipment? (yes / no)	

### 3.G.

#### BUDGET

What is your Total Eligible Award Amount?			
Is this a Regional Project? If YES, list all communities and their awards below			
Town/City/Tribe Name(s)	Award Amount	Town/City/Tribe Name(s)	Award Amount

#### SVI COMMUNITIES (only)

Are you an SVI Community? (yes / no)	
IF YES, explain how this project will benefit your vulnerable population	

#### PROJECT COSTS

List Expenditures	AEL #	Portable or Installed	Quantity	Total Costs
TOTAL				



**MATCH**

<b>Your match amount must be equal to your award amount and must be allowable activities/expenses. List what you will use for match</b>	
<b>TOTAL</b>	

<b>Mission Areas</b> <i>(chose the one that best fits your project)</i>	
Prevention, Protection, Mitigation, Response or Recovery	

<b>Core Capabilities</b> <i>(check the one that best fits your project)</i>			
Planning		Situational Assessment	
Operational Coordination		Economic Recovery	
Screening, Search & Detection		Housing	
Cybersecurity		Public Information & Warning	
Community Resilience		Forensics & Attribution	
Critical Transportation		Access Control & Identity Verification	
Physical Protective Measures		Supply Chain Integrity & Security	
Risk & Disaster Resilience Assessment		Environmental Response/Health and Safety	
Fire Management & Suppression		Mass Care Services	
On-scene Security		Protection & Law	
Public Health		Healthcare	
Emergency Medical		Infrastructure Systems	
Health & Social Services		Natural & Cultural Resources	
Fatality Management Services		Mass Search & Rescue Operations	
Risk Management for Protection Programs		Logistics & Supply Chain Management	

<b>National Goals / Priorities</b> <i>(check the one that best fits your project)</i>	
Goal # 1 - Instill Equity as a Foundation of Emergency Management	
Goal # 2 - Lead Whole of Community in Climate Resilience	
Goal # 3 - Promote and Sustain a Ready FEMA and Prepared Nation	



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macompcontroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME:(and d/b/a): BROOKLINE		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 333 WASHINGTON STREET BROOKLINE, MA 02146		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: John Sullivan	Phone:	Billing Address (if different): same	
E-Mail: jfsullivan@brooklinema.gov		Contract Manager: Barbara Stachelek	Phone: 508-820-1407
Contractor Vendor Code: VC6000191738		E-Mail: EM.Grants@mass.gov	Phone:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY23EMPG2200000BRKLI	
		RFR/Procurement or Other ID Number: FFY2022EMPG	
<b>X_ NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <i>Prior to</i> Amendment: _____. Enter Amendment Amount: _____. <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$21,500.00			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> Funding for this grant is provided via a Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG), CFDA #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2022 application and in accordance with attached Federal Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
<b>ANTICIPATED START DATE: (Complete ONE option only)</b> The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: <u>12/22/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John F. Sullivan</u> Print Title: <u>Fire Chief JEMD</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: <u>12/28/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

**FFY2022 Department of Homeland Security, Federal Emergency Management Agency  
Standard Terms and Conditions**

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The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

**A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**C. Standard Terms & Conditions**

- I. Acknowledgement of Federal Funding from DHS  
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- II. Activities Conducted Abroad  
Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- III. Age Discrimination Act of 1975  
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- IV. Americans with Disabilities Act of 1990  
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- V. Best Practices for Collection and Use of Personally Identifiable Information  
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- VI. Civil Rights Act of 1964 – Title VI  
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits



of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

- VII. Civil Rights Act of 1968  
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- VIII. Copyright  
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- IX. Debarment and Suspension  
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- X. Drug-Free Workplace Regulations  
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- XI. Duplication of Benefits  
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
- XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX  
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- XIII. Energy Policy and Conservation Act  
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act
- XIV. False Claims Act and Program Fraud Civil Remedies  
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XV. Federal Debt Status  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVI. Federal Leadership on Reducing Text Messaging while Driving  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- XVII. Fly America Act of 1974  
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XVIII. Hotel and Motel Fire Safety Act of 1990  
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019  
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
- XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)  
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national

origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

- XXI. **Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- XXII. **National Environmental Policy Act**  
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- XXIII. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**  
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- XXIV. **Non-Supplanting Requirement**  
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- XXV. **Notice of Funding Opportunity Requirements**  
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- XXVI. **Patents and Intellectual Property Rights**  
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- XXVII. **Procurement of Recovered Materials**  
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- XXVIII. **Rehabilitation Act of 1973**  
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- XXIX. **Reporting of Matters Related to Recipient Integrity and Performance**  
General Reporting Requirements:  
  
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- XXX. **Reporting Subawards and Executive Compensation**  
Reporting of first tier subawards.  
  
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- XXXI. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**  
Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:  
  - (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  - (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and



### 3.G.

- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States
- (4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

#### XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### XXXIV. XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

#### XXXV. XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### XXXVI. XXXVI. USA PATRIOT Act of 2001

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### XXXVII. XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Massachusetts Emergency Management Agency  
Special Conditions and Reporting Requirements**

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**Parties**

The "Contractor" or "Subrecipient" is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

**Agreement**

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

**Terms and Conditions**

1. **Project Revisions.** Any substantive adjustment to a subrecipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. **Press.** Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Subrecipient:** If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Subrecipients must have Internet access.
8. **Email addresses.** Subrecipient project point of contact of grant programs must have individual email addresses.
9. **Subrecipient Non-compliance.** Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

**Certification of Compliance with Federal Procurement Standards**

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices.
2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.

## CASL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME	Town of Brookline
CONTRACTOR VENDOR/CUSTOMER CODE	VC6000191738

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
John Sullivan	Fire Chief/EMD

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated. *This form is specific to the EMPG Grant.*

Signature	Lincoln D. Heinenan	Date	12/27/2022
Printed Name	Lincoln D. Heinenan		
Title	Finance Director	Phone	617.730-2317
Email	lheinanan@brookline.ma.gov	Fax	

## TOWN OF BROOKLINE

## REQUEST FOR APPROPRIATION TRANSFER

To the Select Board:

DATE: January 4, 2023

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Department of Public Works

<u>ORG #</u>	<u>ORG NAME</u>	<u>OBJECT #</u>	<u>OBJ NAME</u>	<u>AMOUNT</u>
FROM: 42004220	Roadways	510101	Salaries	110,000.00
TO: 42004900	Motor Equipt Maint	522070	Motor Veh/Equip R & M	110,000.00
REASON: To balance the account and provide funds for fleet maintenance for the remainder of FY23				
FROM: 42004220	Roadways	510101	Salaries	80,000.00
TO: 42004900	Motor Equipt Maint	534230	Motor Veh Supplies	80,000.00
REASON: To balance the account and provide funds for fleet maintenance for the remainder of FY23				
FROM: _____	_____	_____	_____	_____
TO: _____	_____	_____	_____	_____
REASON: _____				
FROM: _____	_____	_____	_____	_____
TO: _____	_____	_____	_____	_____
REASON: _____				
FROM: _____	_____	_____	_____	_____
TO: _____	_____	_____	_____	_____
REASON: _____				



DEPARTMENT HEAD

**NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:**

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400), unless coming from or going to Public Building Maintenance Supplies (532030); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

SELECT BOARD



**Boston Athletic Association Cities and Towns Program  
2023 Agreement**

Whereas, the Boston Athletic Association ("the B.A.A.") has established the Cities and Towns Program ("Program") and the Town of Brookline is a member of the Program ("the Program Member"), pursuant to the terms and conditions set forth herein:

**I. The Program**

- a. The Program will provide each Program Member with a specified number of invitational entries into the 2023 Boston Marathon ("the Entries") for distribution to residents, government agencies and registered 501(c)(3) organizations of that particular city or town at the discretion of the Program Member. No additional Entries will be made available to the Program Member.
- b. It is expected that, through its own and the B.A.A.'s promotional activities, the Program Member will be able to promote the program and recruit individuals to enter the Marathon using the Program Member's allotment of Entries (each, "an Entrant"). For purposes of clarity, each Entrant will be required to register for the Marathon; pay all applicable Marathon processing and entry fees charged by the B.A.A. in connection with registering for the Marathon ("the Marathon fees"); and agree to all waivers and terms and conditions required by B.A.A. for the 2023 Boston Marathon, including but not restricted to the following – an Entrant will not begin the Boston Marathon prior to the official start time, an Entrant will not behave in a manner which, in the judgement of the race officials, interferes with race operations or other participants; an Entrant will not reproduce or transfer his/her official bib number. Any violation of these terms and conditions will result in disqualification of the Entrant.
- c. The Program Member will not allow or encourage individuals to participate in the Boston Marathon as unofficial or "bandit" runners, including entering the course at any location to run in support of or to aid official entrants.
- d. Any training or meetings on the Boston Marathon course planned by the Program Member prior to April 17, 2023 are not supported by the Boston Athletic Association or public safety partners, and are the sole responsibility of the Organization.
- e. The Program Member will not secure space in Hopkinton pre-race on April 17, 2023.
- f. If the Program Member provides private transportation for its Entrants to Hopkinton, the Entrants may only be dropped off at B.A.A. provided parking lots.
- g. The Program Member will comply with all protocols and procedures related to COVID-19 mitigation and public health for the 2023 Boston Marathon including, but not limited to, potential proof of negative testing, potential proof of vaccination, and wearing a face mask in designated areas. The organization and organization's participants assume all risks incidental to and associated with attendance and participation in the Boston Marathon,

Initial CC

Page 1

including the risk of contracting COVID-19. B.A.A. COVID-19 mitigation efforts will be guided by policies and procedures established by the CDC, state, and local public health officials.

- h. In the event that the B.A.A. is required to modify its protocols and procedures related to COVID-19 mitigation and public health, the Program Member agrees to comply.

II. Term

- a. This agreement is valid for the 2023 Program only.

III. The Program Member's Commitment

- a. The Program Member will make best efforts to recruit Entrants by use of its own communications vehicles. The Entries may be distributed to residents, government agencies and registered 501(c)(3) organizations of that particular city or town at the discretion of the Program Member. The Entries cannot be offered for auction, sale, and/or as awards by the Program Member and/or by the residents, government agencies and registered 501(c)(3) organizations who receive the Entries from the Program Member. Once the Entries are distributed to residents, government agencies and registered 501(c)(3) organizations of that particular city or town at the discretion of the Program Member, they cannot be transferred to another party.
- b. The Program Member understands that the B.A.A. has set up the Program as a means to support the marathon communities in a meaningful way by providing the opportunity for residents and government agencies from that particular city or town to participate in the marathon and for approved tax-exempt organizations within that city or town to raise awareness and funds for their charitable cause(s) through the Boston Marathon. Further the Organization understands that the Program is not a sponsorship program and does not provide the Program Member the opportunity to obtain third party sponsors for the Marathon.
- c. All Entries must be submitted to the B.A.A. no later than Tuesday, January 31, 2023. No substitutions will be made once an application has been processed and the Entry Deadline will be strictly enforced.
- d. The Program Member will submit a report detailing the process by which the Entries were distributed and a list of the residents, government agencies and registered 501(c)(3) organizations of that particular city or town who received the Entries by email to Nicole Juri ([njuri@baa.org](mailto:njuri@baa.org)) no later than Wednesday, November 30, 2022.
- e. The Program Member will submit a report detailing the total fundraising achieved and the initiatives supported through their Entries by email to Nicole Juri ([njuri@baa.org](mailto:njuri@baa.org)) no later than Friday, May 19, 2023.

IV. Non-Qualified Para Athletes

The Program Member is responsible for ensuring that any Entrant who intends to apply for a Para Athletics Division or Adaptive Program of the Boston Marathon abides by the below policies:

- a. Impairment Eligibility
  - i. Adaptive Program: To be considered for entry into the Adaptive Program of the Boston Marathon, the individual must possess an eligible impairment recognized by World Para Athletics, the governing body of the sport of Para Athletics. Applicants must provide impairment documentation at time of registration or have documentation already on file with the B.A.A. Para sport classification may be used in lieu of documentation but is not required.
  - ii. Para Athletics Divisions: Athletes who wish to apply for entry into a Para Athletics Division must hold a national or international (WPA) Para athletics classification. Performance standards also apply for all applicants.
- b. Non-Qualified Runners with Eligible Impairments Entry Procedure
  - i. Adaptive Program: Non-qualified runners who possess an eligible physical, visual, or intellectual impairment and who wish to apply for the Adaptive Program using an invitational entry may apply at time of registration up to January 31, 2023, the entry deadline.
  - ii. Para Athletics Divisions: As a competitive division of the Boston Marathon, the Para Athletics Division for classified athletes is reserved for qualified entrants only. The B.A.A. reserves the right and has the sole discretion to extend invitations to eligible classified athletes who have met a comparable performance standard at other race distances during the qualifying window.
  - iii. All participants must be able to complete the entire marathon course (26.2 miles) in 6 hours or less (6:00:00).
- c. Guide and Support Runners
  - i. Runners who possess a physical or intellectual impairment and who are accepted into the Adaptive Program for Runners may be accompanied by one (1) Support Runner on the marathon course.
  - ii. Runners who possess a vision impairment and who have been accepted into the Adaptive Program for Runners may be accompanied by one (1) or two (2) Guide Runners on the marathon course.
  - iii. It is the athlete's responsibility to select his or her Guide or Support Runner.
  - iv. The Organization may not select or assign a Guide or Support Runner for the athlete.
  - v. Guide and Support Runner selection may not include financial contingencies including but not limited to the requirement or expectation that the individual will fundraise for the Organization.
  - vi. The athlete will be emailed instructions on how to register his/her Guide or Support Runner approximately forty-five (45) days before the race.
  - vii. Athlete and Guide/Support Runner must abide by all Guide/Support Runner rules and policies.

### 3.J.

d. Non-Qualified Wheelchair Division Entry Procedure

- i. Non-qualified athletes seeking entrance into the Wheelchair Division with an invitational entry may apply if all of the following are true:
  1. The athlete meets the impairment eligibility criteria for the division, and
  2. There is space remaining in the division when the applicant registers, and
  3. The athlete has met the minimum performance standard of 4 hours (4:00:00) on a certified marathon course during the current qualifying window or has demonstrated comparable fitness at other race distances as determined by the B.A.A.
- ii. For safety reasons, the B.A.A. reserves the right to establish, update, or revise a minimum performance standard of 4 hours (4:00:00) and/or require documentation of adequate fitness and racing experience for non-qualified invitational entrants to ensure such participants can competently and safely complete the marathon distance in a racing wheelchair.

e. Non-Qualified Handcycle Program Entry Procedure

- i. Non-qualified athletes seeking entrance into the Handcycle Program with an invitational entry may apply if all of the following are true:
  1. The athlete meets the impairment eligibility criteria for the program, and
  2. There is space remaining in the program when the applicant registers, and
  3. The athlete has met the minimum performance standard of 3 hours (3:00:00) on a certified marathon course during the current qualifying window or has demonstrated comparable fitness at other race distances as determined by the B.A.A.
- ii. For safety reasons, the B.A.A. reserves the right to establish, update, or revise a minimum performance standard of 3 hours (3:00:00) and/or require documentation of adequate fitness and racing experience for non-qualified invitational entrants to ensure such participants can competently and safely complete the marathon distance in a handcycle.

f. Non-Qualified Duo Team Program Entry Procedure

- i. Non-qualified athletes seeking entrance as a Duo Team with an invitational entry may apply if all of the following are true:
  1. The duo rider meets the impairment eligibility criteria for the program, and
  2. The duo team has competed as a team and has met the minimum performance standard of 6 hours (6:00:00) on a certified marathon course during the current qualifying window.
  3. The duo team (or charity coordinator if applicable) must contact the B.A.A. at [paraathletes@baa.org](mailto:paraathletes@baa.org) to enter the pool of non-qualified eligible duo teams by November 30, 2022.



### 3.J.

- ii. A minimum of two spots will be reserved for eligible duo teams seeking event entry via a non-qualified invitational entry.
- iii. If there are more eligible duo teams than available spots, the B.A.A. will fill remaining spots using a random selection process from the pool of eligible non-qualified duo teams no later than December 15, 2022. All duo teams must have achieved the minimum performance standard during the current qualifying window in order to be eligible for consideration.

g. Request for Accommodation

- i. Non-qualified runners who do not meet the impairment eligibility criteria for the Adaptive Program may still apply as an open runner. Any registered participant who possesses a bona fide disability pursuant to the Americans with Disabilities Act may submit a request for an accommodation in writing to the B.A.A. by email to [paraathletes@baa.org](mailto:paraathletes@baa.org) no less than 8 weeks prior to race day for consideration. Requests are evaluated on an individual, case-by-case basis.

V. Use of Names and Marks

- a. Any mention or reference to the Program Member's membership in the Boston Athletic Association's Cities and Towns Program on the Program Member's website, social media, print media and press releases must be submitted to the B.A.A. for preprinting approval at least 7 days prior to use. The request should be made by email to Nicole Juri ([njuri@baa.org](mailto:njuri@baa.org)). The B.A.A. agrees that it will not unreasonably withhold or delay approval where the proposed use is consistent with the terms and with the purpose of this agreement.

VI. Miscellaneous

- a. The B.A.A. designates Nicole Juri (Phone Number: 617.778.1607; Email: [njuri@baa.org](mailto:njuri@baa.org)) as the contact to receive information from the Organization regarding the Program.
- b. This Agreement may be not modified and/or amended by the Program Member other than by a writing signed by both parties, nor may it be assigned by the Program Member, except pursuant to such a writing or by reason of operation of law upon the merger or other consolidation of a party with, or sale of all or substantially all of the assets of a party, to a third party. If an assignment occurs, either by written agreement or operation of law, such assignment will not relieve the assigning party of its liabilities or obligations under the Agreement. The Agreement is binding upon successors and assigns of the parties.
- c. The Agreement will be governed by and construed under Massachusetts law, without reference to conflict of law principles. Any action or proceeding for the enforcement or interpretation of the Agreement must be brought and maintained in a court having subject matter jurisdiction located in the

Initial CAK

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Commonwealth of Massachusetts, and each party hereby submits to the exclusive jurisdiction of such court, waives any claim that such court is an inconvenient forum, and agrees to accept service of pleadings in any such action or proceeding if delivered personally or by first class mail at its address listed above.

In witness whereof, the undersigned has read and agrees to the terms and conditions set forth above.

Program Member Name: Charles Carey  
Signed By: [Signature]  
Name: Charles Carey  
Title: Town Administrator  
Date: October 11, 2022

Initial CEC



# Boston Athletic Association

185 DARTMOUTH STREET, 6TH FLOOR, BOSTON, MASSACHUSETTS 02116  
617.236.1652 [www.baa.org](http://www.baa.org)

November 29, 2022

Heather Hamilton, Chair  
Brookline Select Board  
333 Washington Street  
Brookline, MA 02445

RE: 127<sup>th</sup> Boston Marathon Parade Permit – Monday, April 17, 2023

Chair Hamilton and Members of the Select Board:

The 127<sup>th</sup> Boston Marathon is scheduled for Monday, April 17<sup>th</sup>, 2023. The Boston Athletic Association requests that the Town of Brookline issue a parade permit to conduct our annual event.

The field size of 30,000 runners remains consistent as previous years, with 4 waves of 7,500 departing every 25 minutes beginning at 10:00AM. Earlier starts for other groups are expected to begin as early as 9:00AM, as attached. The B.A.A. plans to work within the same footprint used in the past, not impacting additional roadways. The race operations team is reviewing these and other items while coordinating with town, state police, and others as required.

The B.A.A. requests that Brookline's authorization includes permission to control and utilize the roadway, adjacent sidewalks, and other appropriate areas, as determined in our planning sessions, to conduct the race in a safe and controlled manner. This includes permission to deliver and install course signage, hydration stations, portable toilets, medical stations, timing mats, mile markers, and other equipment as outlined in the included attachments. The Town of Brookline is named as additionally insured on our liability insurance policy and a certificate of insurance is included here.

The Boston Athletic Association looks forward to working with Brookline to conduct a safe and successful race on Patriots' Day for the athletes, volunteers, and spectators looking to take part in the 127<sup>th</sup> Boston Marathon.

Sincerely,

The Boston Athletic Association



# Boston Athletic Association

185 DARTMOUTH STREET, 6TH FLOOR, BOSTON, MASSACHUSETTS 02116  
617.236.1652 [www.baa.org](http://www.baa.org)

Monday, April 17<sup>th</sup>, 2022 – Patriots' Day

## Start Times

6:00 AM – Military Marchers  
9:02 AM – Men's Wheelchair  
9:05 AM – Women's Wheelchair  
9:30 AM - Handcycles and Duos  
9:37 AM – Professional Men  
9:45 AM – Professional Women  
9:50 AM – Para Athletics Division  
10:00 AM – Wave 1  
10:25 AM – Wave 2  
10:50 AM – Wave 3  
11:15 AM – Wave 4



Boston Marathon Course Infrastructure Brighton/Brookline/Boston			
Mile Marker	Group	Location	Side of road
21.7	Medical	Commonwealth Ave Boyden Park	RIGHT
21.8	Energy Gel	Evergreen Cemetery 2022 Commonwealth Ave	RIGHT
22	Medical	Commonwealth Ave at Chestnut Hill Driveway	RIGHT
22	Water	Commonwealth Ave at Chestnut Hill Driveway	RIGHT
22.4	Medical	Beacon Street after Chestnut Hill Ave By Dunkin Donuts	RIGHT
22.8	Medical	Beacon Street at Dean Road	RIGHT
23.2	Medical	Beacon Street after Washington Square	LEFT
23.2	Water	1609 Beacon Street, Brookline	BOTH
23.9	Medical	Beacon Street at Harvard Street, by BoA	RIGHT
24.2	Water	1209-1217 Beacon Street, Brookline	BOTH
24.3	Medical	Beacon Street at Kent Street	RIGHT
24.8	Medical	Beacon Street at Park Drive, Audobon Circle	RIGHT
25.1	Water	677 Beacon, Street	BOTH
25.5	Medical	Commonwealth Ave at Charlesgate West	LEFT



## Boston Athletic Association

185 DARTMOUTH STREET, 6TH FLOOR, BOSTON, MASSACHUSETTS 02116  
617.236.1652 [www.baa.org](http://www.baa.org)

Designated pedestrian crossings will be staffed and controlled by race officials and volunteers during the times Beacon Street is closed. These crossings are located at:

- Beacon @ Tappan
- Beacon @ Webster
- Beacon @ Hawes

Pedestrian access to these designated crossings will be permitted only if there is no danger or obstruction to the race participants.



3.J.

Page 1 of 1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	<b>CONTACT</b> <b>NAME:</b> Willis Towers Watson Certificate Center <b>PHONE</b> (A/C. No. Ext): 1-877-945-7378 <b>FAX</b> (A/C. No): 1-888-467-2378 <b>E-MAIL</b> ADDRESS: certificates@willis.com
<b>INSURED</b> Boston Athletic Association 185 Dartmouth Street, 6th Floor Boston, MA 02116	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 11991

## COVERAGES

CERTIFICATE NUMBER: W25448887

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6L-KKO-00000092273-00	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		6L-XKO-00000092275-00	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured with respects the B.A.A. Half Marathon and B.A.A. Boston Marathon and all related events. Coverage is Primary and Non-contributory, Umbrella/Excess Follows Form.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Brookline Brookline Selectmen 333 Washington Street Brookline, MA 02446	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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BATCH: 2600151

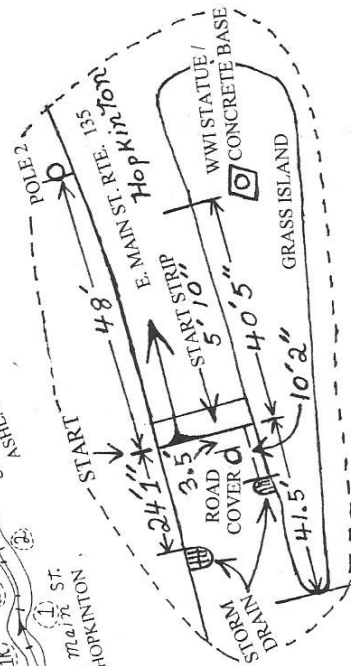
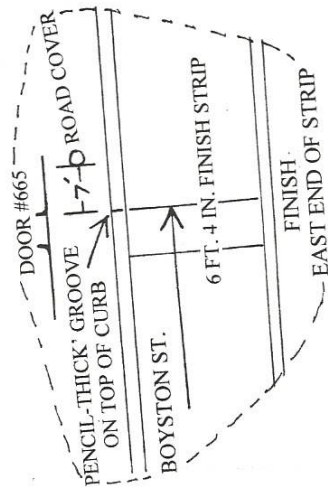
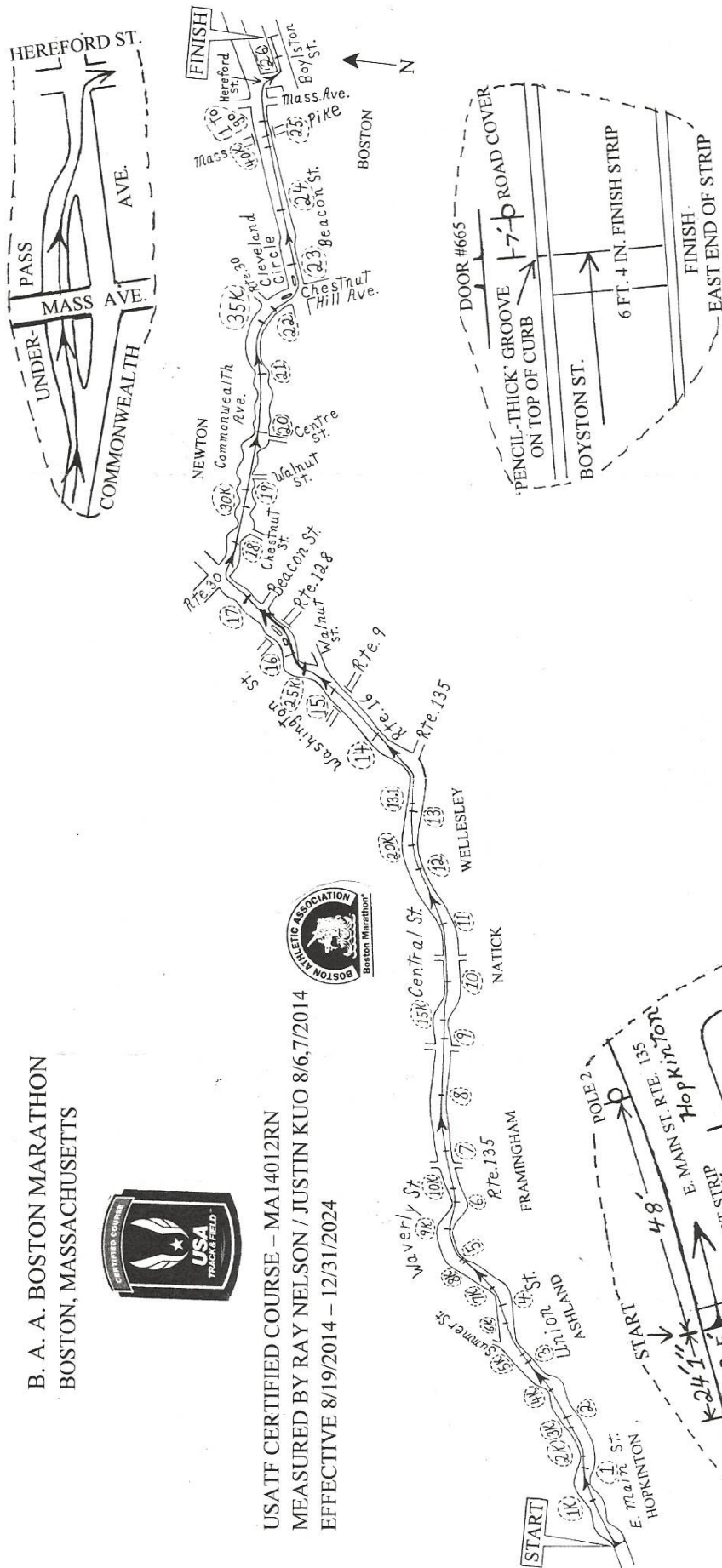
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# B. A. A. BOSTON MARATHON BOSTON, MASSACHUSETTS



USATF CERTIFIED COURSE - MA14012RN  
MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014  
EFFECTIVE 8/19/2014 - 12/31/2024



3.J.

## BOSTON MARATHON – MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014 SPLIT DESCRIPTIONS

1K – 0.62 MI. – 21.8 FT. BEFORE POLE 65 (R), 0.2 MILE AFTER E. END OF PRESTWICK DR. (R)

**MILE 1** – ON EAST MAIN ST., HOPKINTON, 42 FT. BEFORE PEACH ST. SIGNPOST (L), 12 FT. BEFORE STOP SIGN (R) AT EAST END OF LEGACTY FARMS RD. (R)

2K – 1.24 MI. – 15.5 FT. BEFORE BEGINNING OF DRIVEWAY #112 (R), 71.8 FT.

BEFORE POLE 32 (R), 84.8 FT BEFORE MAILBOX POST #111 (L)

3K – 1.86 MI. – 4 FT. AFTER W. END OF WOODLAND RD. (R), 30 FT. BEFORE POLE 2 (R)

**MILE 2** – ON WEST UNION ST., ASHLAND, IN MIDDLE OF DRIVEWAY #272 (R) AT EAST END OF RESIDENCE #272, 58.5 FT. AFTER POLE 119

4K – 2.48 MI. – IN ASHLAND, JUST BEFORE FRANKLIN RD. (L), 5 FT. AFTER POLE 89X

**MILE 3** – IN ASHLAND, JUST AFTER DRIVEWAY #66, 8 FT. BEFORE POLE 65 (R)

5K – IN ASHLAND, AT EAST END OF VOYAGERS LN., 6 FT. BEFORE DUNKIN DONUTS SIGN AT #41 W. UNION ST.

6K – 3.728 MI. – 3 FT. BEFORE FIRST FRONT DOOR TO #208 (R), 13 FT. AFTER POLE 31X (R)

**MILE 4** – IN ASHLAND AT #62 UNION ST. (R) (AT BEGINNING OF FITZY’S CAR WASH), AT TOM’S AUTO BODY (L), 3 FT. BEFORE POLE 44/15 (L), 136 YD. BEFORE BEGINNING OF FOUNTAIN ST.(L)

7K – 4.35 MI. – AT #13 UNION ST., 29 FT. BEFORE MILE MARKER POST 15/2 (R), 52.4 FT. BEFORE POLE 31

8K – 4.97 MI. – 9.5 FT. BEFORE POLE 48/1X (R), 12.5 FT. BEFORE ‘ENTERING FRAMINGHAM’ SIGN

**MILE 5** – 141 FT. AFTER ‘ENTERING FRAMINGHAM ST., 10 FT. BEFORE DOUBLE POSTED SIGN FOR WAVERLY ESTATES 1100-1114 (R), 10 FT. AFTER POLE 129 (R)

9K – 5.59 MI. – JUST BEFORE ENTRANCE TO #875 K.C.R. INC. (L), 9.5 FT AFTER NO PARKING SIGN (R), 33.8 FT. BEFORE POLE 99X

**MILE 6** – EVEN WITH LEADING EDGE OF WAVERLY MARKET (R) #684 WAVERLY ST., 20 FT. BEFORE POLE 77 (L), 3 FT. AFTER END OF ‘BEC’ ROAD COVER AT FAR (L), BIG PARKING LOT (L), 45 YD. AFTER END OF BETHANY RD. (R)

10K – 7 FT. BEFORE END OF BUILDING #596 (R), 2 FT. AFTER 3 HR. PARKING SIGN (R), 130 YD. AFTER END OF MELLEN ST. (R)

**MILE 7** – IN FRAMINGHAM ON WAVERLY ST. @ 40 YD. AFTER END OF BEAVER ST. (R), EVEN WITH LAMPOST AT END OF SHELL STATION

**MILE 8** – IN NATICK ON W. CENTRAL ST., 1 FT. BEFORE DOUBLE POSTED SIGN “DEERFIELD FOREST” (R), @ 35 YD. BEFORE NEWFIELD DR. (R), 10 FT. AFTER POLE 2 (L), 200 YD. AFTER END OF KENDALL LN. (R)

\*8.725 MILES AT END OF SPEEN ST.

***BOSTON MARATHON – MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014***

**MILE 9** – JUST BEFORE DRIVEWAY TO UNNAMED BLDG. (L), JUST BEFORE # 113 CENTRAL ST. (AMERICAN LEGION W/ FLAGPOLE), 44 FT. BEFORE ‘SHARE THE ROAD’ SIGN (R), 60 FT. BEFORE POLE 67 (L)

15K – 9.32 MI. – 12 FT. AFTER EAST END OF FIRST DRIVEWAY TO MIDDLESEX PATH (L), 24 FT. BEFORE POLE 196-50 (L), 10 FT. BEFORE BEGINNING OF STORM DRAIN (L)

**MILE 10** – 60 YD. AFTER END OF WASHINGTON AVE. (L), 10 FT. BEFORE LEADING EDGE OF #43 CENTRAL ST. (RED HOUSE), JUST BEFORE BEGINNING OF DRIVEWAY #38 (R), 30 FT. BEFORE JCT 27 SIGN (R)

**MILE 11** – IN NATICK, 25 FT. AFTER FRONT DOOR TO 154 EAST CENTRAL ST. (JESAMONDO) (L)

\*11.72 MILES AT ‘ENTERING WELLESLEY’ SIGN, BEFORE POND ST.(R)

**MILE 12** - 100 YD. AFTER ACCESS ROAD TO ATHLETIC FIELDS / TENNIS COURTS, 16 FT. BEFORE LAMPPPOST 7 (L), 85 FT. BEFORE ‘MILE 22.8’ SIGN (R)

20K – 12.427 MI. – 55YD. AFTER EAST END OF MAIN ENTRANCE TO WELLESLEY COLLEGE, 9 FT. AFTER POLE 59 (L)

**MILE 13** – 5 FT AFTER FRONT DOOR TO #73 CENTRAL ST. (WILLIAM RAVEIS REAL ESTATE), JUST BEFORE CROSS ST. (R), 5 FT. AFTER METER 6073 (L)

HALF MARATHON – AT #13 CENTRAL ST. (JUNIPER), 20 FT. AFTER EAST END OF ABBOTT ST. (R), EVEN WITH ROAD COVER (L), 1 FT. AFTER LAMPPPOST (R)

**MILE 14** – IN WELLESLEY ON WASHINGTON ST., 40 YD. BEFORE ENTRANCE TO PARKING LOT TO TENNIS COURTS (R), 3 FT. AFTER ‘NO PARKING’ SIGN (L), 12 FT. BEFORE BEGINNING OF STORM DRAIN (R), 3 FT. BEFORE ‘NO PARKING SIGN (R), 45 FT. BEFORE LAMPPPOST 262 (R)

**MILE 15** – AT FRONT DOOR #189 WASHINGTON ST.(L), 25 YD, BEFORE BEGINNING OF WOODLAWN AVE., 24 FT BEFORE CROSSWALK, 102 YD. AFTER END OF GRANTLAND RD. (R)

25K – 15.53 MI. – IN WELLESLEY, JUST BEFORE #71 WASHINGTON ST., JUST AFTER HILLSIDE RD. (L), 3 FT. BEFORE BEGINNING OF STORM DRAIN (L), 9 FT. BEFORE LAMPPPOST 57 (L)

**MILE 16** – IN NEWTON, JUST BEFORE DRIVEWAY #2344 WASHINGTON ST. (R), @ 35 YD. AFTER CONCORD ST., 14 FT. BEFORE POLE 252

**MILE 17** – IN NEWTON, AT BEGINNING OF DRIVEWAY 1890 (R), 15 FT. AFTER POLE 202 (R), @ 110 YD. AFTER ENTRANCE TO WOODLAND GOLF CLUB (L)

\*17.45762 MILES AT TRAFFIC SIGN POST AT CORNER OF WASHINGTON ST. AND COMMONWEALTH AVE. AT FIRE STATION (R)

## **BOSTON MARATHON – MEASURED BY RAY NELSON / JUSTIN KUO 8/6,7/2014**

**MILE 18** – 14 FT. BEFORE CROSSWALK AT EXETER ST. (R), 3 FT. AFTER ROAD COVER IN MIDDLE OF EXETER ST.

30K – 18.64 MI. – AFTER WAUWINET RD, AT END OF #1230 COMMONWEALTH AVE. (R), 6 FT. BEFORE STORM DRAIN (R), 11 FT. BEFORE POLE ‘COM/1223’ (L)

**MILE 19** – JUST BEFORE BEAUMONT AVE. (L) AT CITY HALL (R), 56 FT. BEFORE STORM DRAIN (L), 15 FT. AFTER LAMPPOST ‘COM/1063’

**MILE 20** – AFTER CENTRE ST., OPPOSITE E. END OF FRONT DOOR #615 COMMONWEALTH AVE (L), 10 FT. BEFORE BEGINNING OF DRIVEWAY TO SINGLE CAR GARAGE AT E. END OF WHITE FENCE (R)

**MILE 21** – IN CHESTNUT HILL, 15 FT. BEFORE FRONT DOOR TO #176 COMMONWEALTH AVE. (ENGLISH TUDOR HOUSE), 8 FT. BEFORE NO PARKING SIGN (R), 53 YD. BEFORE BEGINNING OF OLD COLONY RD. (R).

35K – 21.748 MI. – IN BRIGHTON ON COMMONWEALTH AVE., EVEN WITH SIDEWALK AT BEGINNING OF WADE ST. (R), 34 FT. AFTER LAMPPOST 1544

**MILE 22** – AT BEGINNING OF CHESTNUT HILL DRIVEWAY (R), OPPOSITE RESERVOIR TOWERS (L), EVEN WITH RCN ROAD COVER (L), 3.5 FT BEFORE END OF CURB (L)

**MILE 23** – IN BROOKLINE JUST BEFORE WINTHROP, 1 FT. BEFORE CROSSWALK AT #1665 BEACON ST. (NAIL PRO), EVEN WITH TRAFFIC LIGHT POST W/ SIGN ‘DO NOT ENTER, ONE WAY’ (L)

**MILE 24** – IN BROOKLINE, 2.5 FT. BEFORE BEGINNING OF DRIVEWAY #1265 (R), @ 40 YD. AFTER CHARLES ST. (R)

40K – 24.85 MI. – IN BOSTON, AT #841 BEACON ST.(METAL OVERHEAD DOOR TO MIELE SHOWROOM), 34 FT. AFTER END OF MINER ST. (R), EVEN WITH ‘BWSC’ SQUARE ROAD COVER (R)

**MILE 25** – ON MASS PIKE OVERPASS, 4 FT. BEFORE LAMPPOST R-17150 W/ ‘BEACON ST. / BLANSFORD ST. STEPS’ SIGNS (L)

1 MILE TO GO – AT KENMORE SQ. EVEN WITH #532 7/ELEVEN (R), 7 FT. AFTER ‘BOSTON DRAIN’ ROAD COVER (FAR R)

\*631 YD. FROM CORNER OF HEREFORD / BOYLSTON AT END OF STORM DRAIN TO FINISH

**MILE 26** – AT #841 BOYLSTON ST. (15 FT. AFTER E. END OF ENTRANCE / EXIT DOORS TO WALLGREENS PHARMACY) (L), 4 FT. BEFORE ‘GAS’ SMALL SQUARE ROAD COVER (L)



## **New Common Victualler / Entertainment**

Applicant: Z&L Restaurant, Inc.  
DBA: Cubist Circle  
Location: 220 Washington Street, Brookline, Ma 02446

### **Application Details:**

Question of approving the application of a Common Victualler for Z&L Restaurant, Inc. d/b/a Cubist Circle at 220 Washington Street. Hours of operation will be Monday – Thursday 11:00am – 10:00pm, Friday – Saturday 11:00am – 11:00pm, Sunday 12:00pm – 10:00pm. Seating will consist of 16 inside seats.

Question of approving the application of a new Entertainment Z&L Restaurant, Inc. d/b/a Cubist Circle at 220 Washington Street. Entertainment will consist of radio, recorded music, and televisions Sunday - Saturday 11:00am – 11:00pm

### **Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Police Department (Approved)  
Fire Department (Approved)

MEMORANDUM

TO: Sigalle Reiss, Commissioner of Public Health & Human Services  
Daniel Bennett, Building Commissioner  
Jennifer Pastor, Acting Chief of Police  
John Sullivan, Chief of Fire

FROM: Charles Carey, Town Administrator

RE: New Common Victualler / Entertainment

DATE: December 20, 2022

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May we please have reports on the attached application:

Applicant: Z&L Restaurant, Inc.  
DBA: Cubist Circle  
License Type: Common Victualler / Entertainment  
Location: 220 Washington Street, Brookline, Ma 02446

**Application Details:**

Request of approving the application of a Common Victualler for Z&L Restaurant, Inc. d/b/a Cubist Circle at 220 Washington Street. Hours of operation will be Monday – Thursday 11:00am – 10:00pm, Friday – Saturday 11:00am – 11:00pm, Sunday 12:00pm – 10:00pm. Seating will consist of 16 inside seats.

Request of approving the application of a new Entertainment Z&L Restaurant, Inc. d/b/a Cubist Circle at 220 Washington Street. Entertainment will consist of radio, recorded music, and televisions Sunday - Saturday 11:00am – 11:00pm.

This application is scheduled to go before the Board on **January 17, 2023**. May we please have the reports no later than **January 10, 2023**.

Thank you.

## Checklist for Common Victualler w/o Alcohol



- ☒ Common Victualler Application
  - ☒ Description of Operations
  - ☒ Copy of menu
  - ☒ Vote of Corporation
  - ☒ Litter Letter
  - ☒ Delivery description
  - ☒ Renovation Form
  - ☒ License Interview Form
  - ☒ State Tax Verification Form
  - ☒ Three letters of reference
  - ☒ A set of: a description, illustration, and/or detailed plans
  - ☒ Legal Right to Occupy, a lease or deed
  - ☒ Entertainment Application (if applicable)
  - ☒ Outdoor Seating Application (if applicable)
- 
- ☐ Business Certificate from Town Clerk's Office (required prior to opening)
  - ☐ General Liability Insurance Certificate (required prior to opening)
  - ☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)
  - ☐ Workers' Compensation Form (required prior to opening)
- 
- ☒ Report from Brookline Police
  - ☒ Report from Building
  - ☒ Report from Fire
  - ☒ Report from Health



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
Building Commissioner

**INTEROFFICE MEMORANDUM**

---

**Date:** January 10, 2023

**To:** Charles Carey  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** **220 Washington Street** - Application from Z & L Restaurant Inc., d/b/a Cubist Circle at 220 Washinton St, Jinjian Shao, President, for a Common Victualler and Entertainment (Radio, Taped Music & TV) License, with seating capacity of 16 and operating hours of Monday-Thursday 11:00am-10pm, Friday and Saturday 11:00am-11pm and Sunday 12pm-10pm (your memo dated December 20, 2022).

The subject premises is located in a G-2.0 General Business District and the use of the premises as a restaurant of less than 5,000 sf is permitted by right under **Section 4.30, Use #30**, of the Town of Brookline Zoning By Law.

The premises conforms to the pertinent provisions of the State Building Code for use as a restaurant with a maximum capacity of (16) seats. The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department. A Certificate of Use and Certificate of Inspection will be required prior to opening to the public.

If an odor problem occurs as a result of this use, an odor/exhaust control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule submitted to the Building Department.

The Building Department has no objection with the application from Z & L Restaurant Inc., d/b/a Cubist Circle at 220 Washinton St, Jinjian Shao, President, for a Common Victualler and Entertainment (Radio, Taped Music & TV) License, with seating capacity of 16 and operating hours of Monday-Thursday 11:00am-10pm, Friday and Saturday 11:00am-11pm and Sunday 12pm-10pm.





**BROOKLINE POLICE DEPARTMENT**  
*Brookline Massachusetts*

Jennifer Paster  
 Acting Chief of Police

TO: Acting Chief Jennifer Paster  
 FROM: Sergeant Timothy Yee  
 RE: Common Victualler and Entertainment License  
 Applicant: Z&L Restaurant, INC  
 DBA: Cubist Circle  
 DATE: 31 December 2022

Ma'am,

I received a memorandum from Town Hall regarding an application for a Common Victualler License for Applicant Z&L Restaurant Inc, Cubist Circle at 220 Washington Street. Hours of operation will be Monday through Thursday 1100 hours – 2200 hours, Friday through Saturday 1100 hours – 2300 hours and Sunday will be 1200 hours – 2300 hours. Seating will consist of 16 inside seats and they are also requesting an Entertainment Application for recorded radio, music and television from Sunday – Saturday 1100 hours – 2300 hours.

The applicant and partners, Zhongyuan Zang and Huan Ping Li, do have experience in the food industry (approximately 16 years combined) and hold a Common Victualler License in the Town of Weymouth, since 2018. Given the fact that this is a new application in the town of Brookline, I am unaware of any incidents of relevance regarding either party. The applicants do not appear to have any entries in our in-house system and I find no public safety reason to deny this request.

Respectfully Submitted,

Timothy Yee

Digitally signed by Timothy Yee  
 DN: cn=Timothy Yee, o=BPD, ou,  
 email=tyee@brookline.ma.gov, c=US  
 Date: 2022.12.31 10:41:46 -0500

Timothy Yee

SGT, Patrol Division



Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445  
 Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

---

11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)

---

**Sigalle Reiss, MPH, RS/REHS**  
**Director of Public Health**  
**& Human Services**

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Charles Carey,  
Town Administrator  
for the Select Board

From: Sigalle Reiss, **SR**  
Health Commissioner of Public Health & Human Services

Date: 12/20/2022

Re: Z&L Restaurant, Inc.  
Applicant: Cubist Circle  
220 Washington Street, Brookline, MA 02446  
Common Victualler / Entertainmen.

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Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above-noted establishment. The BDPH has no objection to issuance of a CV/Entertainment License. This recommendation is under the following conditions:

- The establishment must submit all required food permit applications along with the applicable fees to the BDPH, and complete all plan review food permit orientation.
- Any now/future renovation must comply with Fire, Health, and the Building requirements.
- The operator must maintain Food Safety, and Allergy Awareness Certifications.
- An odor control system should be installed and maintained to prevent excessive cooking odors should the BDPH receive valid nuisance complaints.
- The operator must provide and maintain an adequate Trash/recycling management Plan.
- The operator must provide and maintain a licensed pest control contractor.
- The establishment must receive a pre-operational inspection before the license is released.
- The establishment must comply with the Town By-Laws on using artificial Trans-Fats, Polystyrene, and tobacco control
- The establishment must provide access to public water and rest room.



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

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**Date:** December 20, 2022

**To:** Charles Carey, Town Administrator  
Town of Brookline

**From:** Todd Cantor, Deputy Chief  
Fire Prevention Division

**Re:** **Common Victualler Application**

The Brookline Fire Department has no objection to the application for Z&L Restaurant, Inc. d/b/a Cubist Circle.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR  
COMMON VICTUALLER LICENSE**

DATE: December 5, 2022

LOCATION: 220 Washington Street, # 1, Brookline, MA 02446

APPLICANT: Z & L Restaurant, Inc.

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Cubist Circle

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Z & L Restaurant, Inc.

NAME	TITLE	EMAIL ADDRESS
------	-------	---------------

Zhongyuan Zang		
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	President / Treasurer / Secretary	
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--	--	--

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--	--	--

Huan Ping Li		
--------------	--	--

	Director	
--	----------	--



TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? Yes  
 IF YES, LOCATION: AND DATES: Zhongyuan Zang is one of the Shareholders of the Fang Yuan Group, Inc. which has operated and held a Common Victualler License in Weymouth, MA since July 2018  
 IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: Yes  
 IF YES, LOCATION: AND DATES Fang Yuan Group, Inc. d/b/a Cubist Circle at Town of Weymouth since July 2018

**HOURS OF OPERATION FOR FOOD SERVICE:**DAYS: Mon - ThurHOURS: 11:00am - 10:00pmDAYS: Fri - SatHOURS: 11:00am - 11:00pmDAYS: SunHOURS: 12:00pm - 10:00pm**HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (if applicable)**DAYS: N/A

HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_

HOURS: \_\_\_\_\_

DAYS: \_\_\_\_\_

HOURS: \_\_\_\_\_

**PLEASE NOTE:**

**THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.**

MENU: (GENERAL TYPE OF FOOD SERVED)

Chinese foodsFLOOR SPACE SQ. FT. approx. 1,000 sq.ft.BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 16 OUTSIDE: N/AOutside seating only applicable for 6 months from April 1<sup>st</sup> – September 30<sup>th</sup>.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: \_\_\_\_\_

NUMBER OF BATHROOMS : EMPLOYEE: PUBLIC: 1NUMBER OF PARKING SPACES (IF ANY): NoneNUMBER OF EMPLOYEES: 3

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the Town By-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions Yes

APPLICANT SIGNATURE [Signature] TITLE: President PHONE# [Redacted]  
 EMAIL ADDRESS [Redacted]

VOTE OF CORPORATIONDATE: December 5, 2022AT A MEETING OF THE BOARD OF DIRECTORS OF Z & L Restaurant, Inc.HELD AT: Weymouth, MAON: November 8, 2022

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE  
TOWN OF BROOKLINE FOR A  
COMMON VICTUALLER LICENSE

(TYPE OF LICENSE)

FOR THE YEAR 2023 TO BE EXERCISED ON THE PREMISES LOCATED AT  
220 Washington St., # 1, Brookline, MA 02446

VOTED: TO AUTHORIZE Zhongyuan Zang TO  
SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Z & L Restaurant, Inc.

AND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.

THIS CORPORATION HAS NOT BEEN RESOLVED.

A TRUE COPY

ATTEST:

  
CLERK



**RENOVATION FORM**

**IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.**

**(1) Not applicable (existing restaurant establishment) - application for the change of ownership only.**

\_\_\_\_\_

**(2)**

\_\_\_\_\_

**(3)**

\_\_\_\_\_

**(4)**

\_\_\_\_\_

**(5)**

\_\_\_\_\_

**(6)**

\_\_\_\_\_

**DATE:** December 5, 2022

**SIGNATURE OF APPLICANT:**

**(PLEASE SUBMIT THREE SETS OF PLANS)**





LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: COMMON VICTUALLER LICENSE

NAME: Zhongyuan Zang

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: China

FATHER'S NAME: \_\_\_\_\_

MOTHER'S MAIDEN NAME: \_\_\_\_\_

ARE YOU A CITIZEN?

YES



NO



ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN:

YES



NO



RESIDENCES FOR LAST FIVE YEARS

DATE: June 2022 - present

LOCATION: [REDACTED]

DATE: Prior to June 2022

LOCATION: [REDACTED]

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

**EDUCATION**

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EMPLOYMENT HISTORY**

Co-owner &amp;

DATE: 2019 - present LOCATION: Weymouth, MA POSITION Manager

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

SIGNATURE:  DATE: December 5, 2022**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: COMMON VICTUALLER LICENSENAME: Huan Ping LiADDRESS: [REDACTED]EMAIL ADDRESS: [REDACTED]PHONE #: [REDACTED]PLACE OF BIRTH: China

FATHER'S NAME: \_\_\_\_\_

MOTHER'S MAIDEN NAME: \_\_\_\_\_

ARE YOU A CITIZEN?

YES

☐

NO

☒

ALIEN CARD #

☐

ARE YOU A VETERAN:

YES

☐

NO

☒

## RESIDENCES FOR LAST FIVE YEARS

DATE: 2020 - presentLOCATION: [REDACTED]DATE: Prior to 2020LOCATION: [REDACTED]

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

**EDUCATION**

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EMPLOYMENT HISTORY**

DATE: 2020 - present LOCATION: Weymouth, MA POSITION Chef head

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

SIGNATURE: huan ping LI DATE: December 5, 2022**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**



I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

  
\_\_\_\_\_  
\*Signature of Individual

\_\_\_\_\_  
Zhongyuan Zang

By: Corporate Officer

  
\_\_\_\_\_  
\*\* Social Security #

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

12/07/22

Date : ~~November~~ \_\_\_\_\_, 2022

Board of Selectmen  
Town Hall  
Brookline, MA 02445

Gentlemen:

RE: Common Victualler License  
Zhu Vegan Kitchen Inc.  
220 Washington St  
Brookline, MA 02245

I, Jin Jian Shao, president of the Zhu Vegan Kitchen, Inc. does hereby confirm that the Zhu Vegan Kitchen, Inc. will surrender its Common Victualler License upon the Board of Selectmen of the Town of Brookline has granted a Common Victualler License to Z & L Restaurant, Inc.

Very truly yours,

Authentisign  
*Jinjian Shao* 12/07/22

By : Jin Jian Shao, President  
Zhu Vegan Kitchen, Inc.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: [REDACTED]

**ARTICLE I**

The exact name of the corporation is:

Z & L RESTAURANT, INC.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	3,000	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

MAYBE SET FORTH IN BYLAWS

**Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.**

#### ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

**Later Effective Date: Time:**

#### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

**a.b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: ZHONGYUAN ZANG  
 No. and Street: 220 WASHINGTON ST  
 City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ZHONGYUAN ZANG	220 WASHINGTON ST BROOKLINE, MA 02445 USA
TREASURER	ZHONGYUAN ZANG	220 WASHINGTON ST BROOKLINE, MA 02445 USA
SECRETARY	ZHONGYUAN ZANG	220 WASHINGTON ST BROOKLINE, MA 02445 USA
DIRECTOR	ZHONGYUAN ZANG	220 WASHINGTON ST BROOKLINE, MA 02445 USA
DIRECTOR	HUANPING LI	220 WASHINGTON ST BROOKLINE, MA 02445 USA

**d. The fiscal year end (i.e., tax year) of the corporation:**  
 October

**e. A brief description of the type of business in which the corporation intends to engage:**

RESTAURANT

**f. The street address (post office boxes are not acceptable) of the principal office of the corporation:**

No. and Street: 220 WASHINGTON ST

5.A.

located (post office boxes are not acceptable):

No. and Street: 220 WASHINGTON ST

City or Town: BROOKLINE

State: MA

Zip: 02445

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

**Signed this 8 Day of November, 2022 at 2:04:18 PM by the incorporator(s).** (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ZHONGYUAN ZANG

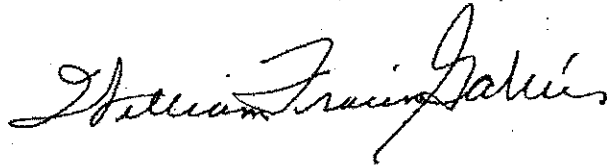
© 2001 - 2022 Commonwealth of Massachusetts  
All Rights Reserved



THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 08, 2022 02:01 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

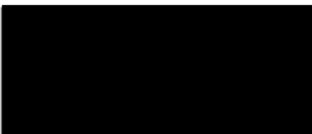
To Whom It May Concern:

I've known Zhongyuan Zang for about 10 years and she is my co-partner of Cubist Circle at 625 Washington Street, Weymouth since 2019, through her excellent leadership and positive, cooperative interaction with local neighbors, cubist circle becomes one of the most popular restaurants in Weymouth area, we were so glad to see a lot of thanks, smiles back from our customers.

I am so proud of Mrs Zhongyuan Zang and I strongly believe she could manage such business and contribute to the development of the local business in Brookline.

Sincerely,

Adam Bing

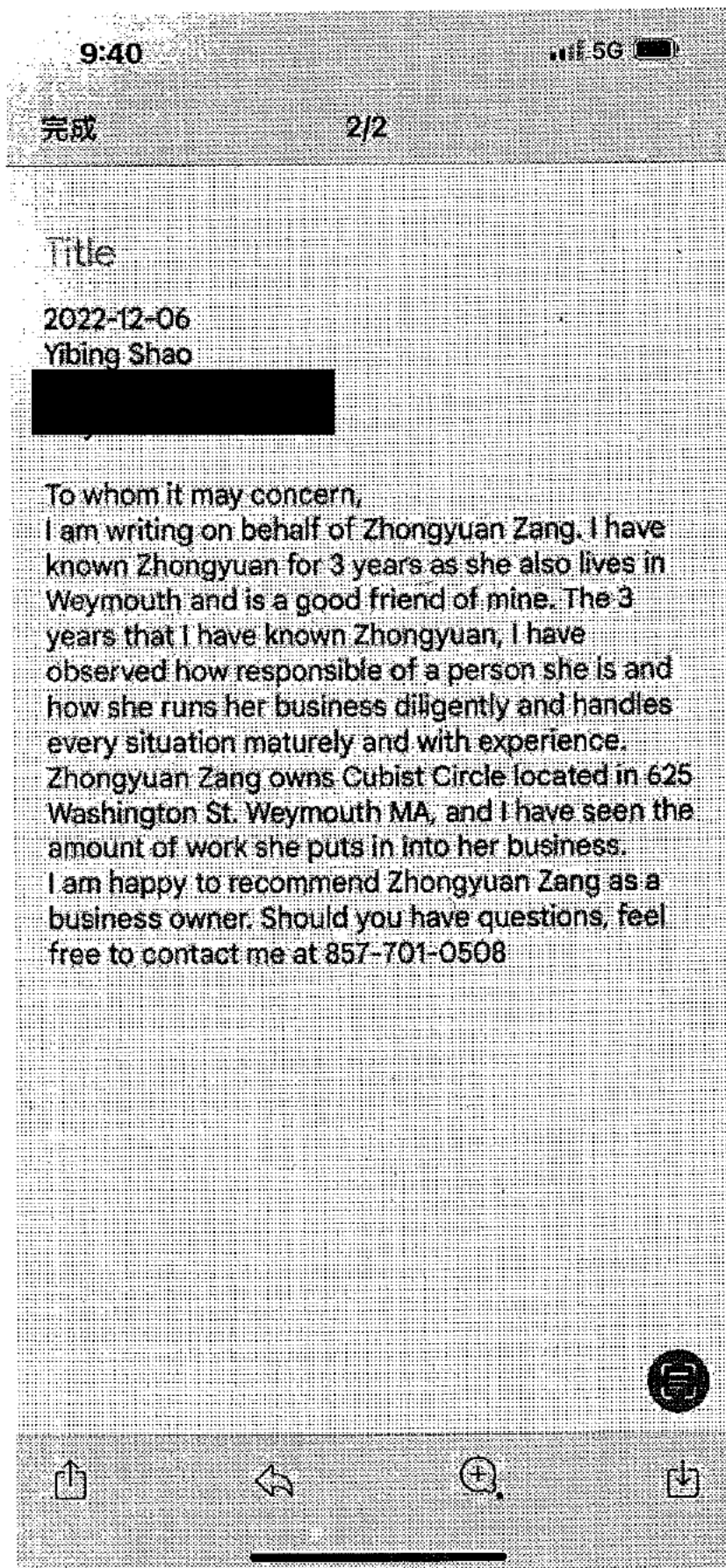


To Whom It May Concern:

I've known Zhongyuan Zang for about 10 years. As I know she work in the restaurant industry for over 10 years and she always did very good job.

I am so proud of Mrs Zhongyuan Zang and I strongly believe she could manage such business and contribute to the development of the local business in Brookline.

Dong rong  
[REDACTED]



## 5.A.

I've known huan ping Li for 10 years. He is very serious in everything he does, has a strong sense of responsibility and is very responsible for everything. In addition, he is also excellent in Sichuan cooking!

He is also a sincere man to his family and friends..

Peng Xie



12/06/2022



**Personal reference letter**

To whom it may concern,

My name is CAI LI, I am proud to offer my recommendation of HUANPING LI to whom I have personally known for 6 years as my friend.

During my relationship with HUANPING, I have experienced a chef who works hard and full of talent and extraordinary cooking skill.

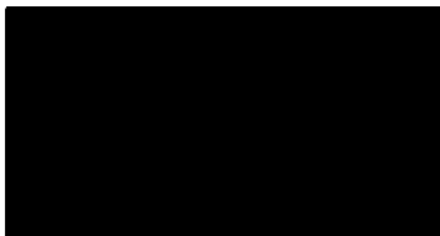
I remember the times that we work together at Han Dynasty in NYC, he always surrounding by the compliments of our customers, and everybody in the kitchen are so proud to have him work with us.

Recently he told me he is establishing his own restaurant in Brookline, MA. I am happy that he achieved his life goal. I am sure he could run his restaurant very well, and people in local community would love his cuisine.

Please feel free to contact me if nay requires needed.

Sincerely

CAI LI



date: Dec 8 2022

## 5.A.

I have known huanping since 2018. We used to work together, when I work with him, I think he is a serious, responsible and hardworking person. He is very good at Sichuan style food, and he was greatly admired by customers. He is also a kind man who will help his friends whenever they are in need.

Wanting Zhao



12/07/2022

## 5.A.

### **Z & L RESTAURANT, INC.**

D/B/A

### **CUBIST CIRCLE**

220 WASHINGTON ST  
BROOKLINE, MA 02445

#### Maintenance Program

1. Exhaust hood and grease filter
  - i) Grease filter will be cleaned every month
  - ii) The exhaust hood will be cleaned by a professional cleaning service every three months.
2. Grease Trap

The grease trap will be cleaned by the house at a monthly basic.
3. Suppression Fire system

The Suppression fire system will be inspected and serviced by a professional fire prevention service company twice a year.
4. Trash removal

Trash pickup by a private contractor at least twice a week  
The dumpster area will be kept and maintain in clean and debris free condition
5. Pest control

A professional service will be conducted at least once a month by a licensed contractor.

#### PARKING ARRANGEMENT

- There are meter parkings on street
- Delivery Trucks will be parked at the loading spot at the rear of Building.

PROPOSED RENOVATIONS  
TO EXISTING RESTAURANT  
220 WASHINGTON STREET  
BROOKLINE, MA 02445



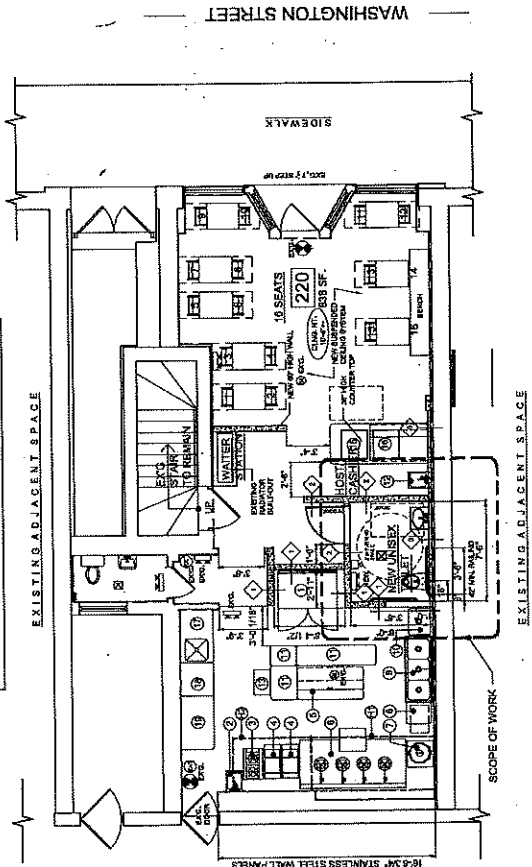
Project No. 2020026  
AS NOTED  
Date 02-07-2020  
Drawn by AMF  
Checked by  
Scale 1/8" = 1'-0"

PROPOSED  
FIRST FLOOR  
LEVEL

A-1

EQUIPMENT LIST	
1	EXISTING SOLID DOOR REFRIGERATION
2	EXISTING 1" HMD SHK W/ ROOF & PT DISPENSER
3	EXISTING GAS HOT PLATES
4	EXISTING GAS FRYERS
5	EXISTING SINK/GRIND/SALAD PREPARATION
6	EXISTING CHINESE WOK RANGE
7	EXISTING CHINESE DOOR
8	EXISTING CHINESE TRAP
9	EXISTING 3 COMPARTMENT SINK
10	EXISTING WOK SINK/PT
11	EXISTING WOK TABLE
12	NEW 1" HMD SHK W/ ROOF & PT DISPENSER FRONT AREA
13	SMALL REFRIGERATOR
14	DISHWASHER 1 1/2" W/ 3 1/2" TABLE
15	NEW UNDERCOUNTER LINE DRN
16	NEW 1" HMD SHK W/ ROOF & PT DISPENSER FRONT AREA
17	NEW 1" HMD SHK W/ ROOF & PT DISPENSER FRONT AREA
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100	NEW 1" HMD SHK W/ ROOF & PT DISPENSER FRONT AREA

NORMAL OPERATION OCCUPANCY = 20 PEOPLE  
1ST FLOOR RESTAURANT AREA-  
ASSEMBLY SEATING  
TABLE & CHAIR SEATING=16 PEOPLE



1 PROPOSED FIRST FLOOR LEVEL  
1/8" = 1'-0"

5.A.



# Circle

## Restaurant

Fine Asian Cuisine



SCAN TO ORDER NOW !

**WE DELIVER!**

*with 10 miles radius (\$30 minimum)*

220 Washington Street  
Brookline, MA 02445

**—PLEASE NOTE—**

PLEASE INFORM YOUR SERVER BEFORE ORDERING IF YOU OR ANY MEMBERS  
OF YOUR PARTY HAVE FOOD ALLERGIES.

⚠️ THESE ITEMS ARE COOKED TO ORDER AND MAY BE SERVED RAW OR  
UNDERCOOKED. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD,  
SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.





## SOUPS

- A1. **HOT & SOUR SOUP** 酸辣湯 (S) 4.00 (L) 8.50  
 A2. **WEST LAKE BEEF SOUP** 西湖牛肉羹 12.50  
 A3. **CRAB MEAT SOUP WITH SEAFOOD** 蟹肉海皇羹 14.50  
 A4. **VEGETABLE TOFU SOUP** 素菜豆腐羹 10.50  
 A5. **PICKLED VEGETABLE W. FISH SOUP** 酸菜魚片湯 13.50  
 A6. **CHICKEN CORN SOUP** 雞茸粟米湯 10.50  
 A7. **FRIED EGG TOMATO SOUP** 蕃茄煎蛋湯 10.50

## HOMEMADE DUMPLINGS

- A8. **HOMEMADE PORK & CABBAGE DUMPLINGS (8)** 豬肉白菜水餃 8.95  
 A9. **HOMEMADE PORK & LEEK DUMPLINGS (8)** 韭菜豬肉水餃 8.95  
 A10. **PAN FRIED CHICKEN DUMPLINGS (6)** 雞肉鍋貼 8.95  
 A11. **VEGETARIAN FRIED DUMPLINGS (8)** 素鍋貼 8.95  
 A12. **SZECHUAN STEAMED PORK DUMPLINGS (6)** 鍾水餃 9.50  
 A13. **WONTONS IN CHILI OIL (10)** 紅油炒手 9.50  
 A14. **WONTONS IN CHICKEN SOUP (10)** 雞湯炒手 8.25

## HOT APPETIZERS

- B1. **SPRING ROLLS (2)** 春卷 5.25  
 B2. **SCALLION PANCAKE** 蔥油餅 7.95  
 B6. **CRAB RANGOON (8)** 蟹角 8.95  
 B7. **DRY PEPPER CHICKEN WINGS (8)** 香辣雞翅 13.95  
 B8. **SALT & PEPPER CHICKEN WINGS (8)** 椒鹽雞翅 13.95  
 B9. **TARO ROLL** 芋頭卷 8.25  
 B10. **FRIED RICE CAKE W/ BROWN SUGAR** 紅糖糍粑 8.95  
 B11. **PAN SEARED GREEN PEPPER** 虎皮尖椒 8.50  
 B12. **CIRCLE CRISPY DUCK** 脆皮鴨 22.95

## COLD APPETIZERS

- C1. **SICHUAN PICKLED VEGETABLES** 四川泡菜 6.25  
 C2. **CHICKEN IN CHILI OIL** 口水雞 13.95  
 C3. **SZECHUAN NUMB PEPPER CHICKEN** 椒麻雞 13.95  
 C4. **YAM WITH BLUEBERRY SAUCE** 藍莓山藥 9.25  
 C5. **BEEF & TRIPE IN CHILI OIL** 夫妻肺片 13.50  
 C6. **SLICED PORK WITH MASHED GARLIC** 蒜泥白肉 12.25  
 C7. **PICKLED CUCUMBER WITH GARLIC** 脆口黃瓜 8.25  
 C8. **MASHED PEPPERS W. CENTURY EGGS** 燒椒皮蛋 9.50  
 C9. **SUPER SPICY BEAN JELLY** 伤心涼粉 9.50  
 C10. **SPICY MUNG BEAN NOODLE** 川北涼粉 9.50  
 C11. **PEANUTS IN VINEGAR** 老醋花生 6.95  
 C12. **BEEF JERKY IN CHEF'S SPECIAL SAUCE** 秘制牛肉干 13.95  
 C13. **BEEF TRIPE IN CHILI OIL** 紅油百葉 13.95

## CHEF'S SPECIAL

- D1. **BOILED WHOLE FISH IN HOT CHILI OIL** 沸騰魚 33.95  
 D2. **CHONGQING BOILING POT** 毛血旺 28.95  
 D3. **PORK INTESTINES WITH PICKLED MUSTARD GREENS** 五更腸旺 25.95  
 D4. **SWEET & SOUR MANDARIN FISH** 松鼠桂魚 33.95  
 D5. **SLICED BEEF WITH SZECHUAN NUMB PEPPERS** 跳腳牛肉 23.95  
 D6. **BRAISED PORK WITH CHESTNUT** 板栗紅燒肉 20.50  
 D7. **FRIED PORK RIB W. DUCK EGG YOLK** 金沙排骨 18.95  
 D8. **DICED CHICKEN WITH CHILI PEPPER** 山城辣子雞 19.50  
 D9. **STEWED DUCK IN BEER** 啤酒鴨 23.95  
 D10. **SPICY BRAISED PIG FEET** 香辣美容蹄 21.95  
 D11. **SPICY GRILLED WHOLE FISH** 麻辣烤魚 33.95  
 D12. **GRILLED WHOLE FISH IN TOMATO SAUCE** 番茄烤魚 33.95  
 D13. **STEWED TOFU WITH CRABMEAT** 蟹黃豆腐 18.50  
 D14. **SAUTÉED CORN W. DUCK EGG YOLK** 金沙玉米 15.50  
 D15. **STEAMED WHOLE FISH OR FISH FILLET W. CHILI PEPPER** 剁椒全魚 / 剁椒魚片 33.95 / 26.95  
 D16. **SHREDDED POTATO WITH DUCK EGG YOLK** 咸蛋黃土豆絲 15.50  
 D17. **BIG PLATE CHICKEN** 大盤雞 30.95  
 D18. **SZECHUAN DRY FRIED FROG LEG W. CHILI PEPPERS** 香辣牛蛙腿 34.50  
 D19. **SPICY HOT POT W. BEEF, FISH & SHRIMP** 熱盆景 25.95

## NOODLE

- E1. **BEEF STEW NOODLE SOUP** 紅燒牛肉麵 12.95  
 E2. **RICE NOODLE SOUP W. MINCED PORK** 小鍋米線 12.95  
 E3. **DAN DAN NOODLE** 成都擔擔麵 10.95  
 E4. **HOT AND SOUR RICE NOODLE SOUP** 酸辣粉 11.95  
 E5. **NOODLES WITH SOY BEAN PASTE** 炸醬麵 12.95  
 E6. **CIRCLE LO-MEIN** 各式炒麵  
 ★ CHICKEN 雞 12.25 ★ PORK 豬 12.25  
 ★ BEEF 牛 13.25 ★ SHRIMP 蝦 13.25  
 ★ VEGETABLE 菜 10.25

## RICE

- E7. **SZECHUAN FRIED RICE** 四川炒飯 13.25  
 E8. **YANGZHOU FRIED RICE** 揚州炒飯 13.25  
 E9. **HOMEMADE SMOKED BACON FRIED RICE** 四川臘肉炒飯 13.25  
 E10. **BEEF FRIED RICE W/ PICKLED MUSTARD GREEN** 酸菜肥牛炒飯 13.25  
 E11. **CIRCLE FRIED RICE CHOICE WITH** 各式炒飯  
 ★ CHICKEN 雞 12.25 ★ PORK 豬 12.25  
 ★ BEEF 牛 13.25 ★ SHRIMP 蝦 13.25  
 ★ VEGETABLE 菜 10.25  
 E12. **WHITE RICE** 白飯 (SM) 2.50 (LG) 4.25

## —PLEASE NOTE—

PLEASE INFORM YOUR SERVER BEFORE ORDERING IF YOU OR ANY MEMBERS OF YOUR PARTY HAVE FOOD ALLERGIES.

◆ HOT & SPICY

◆ PEANUTS 花生 OR CASHEWS 腰果

## K T O S S E D

## ENTRÉE

## HOME STYLE

F1. SESAME CHICKEN	芝麻雞 15.95
F2. GENERAL GAU'S CHICKEN	左宗雞 15.95
F3. KUNG PAO CHICKEN	宮保雞丁 14.95
F4. SPICY HOT POT	麻辣香鍋 32.95
F5. PICKED STRING BEAN WITH MINCED PORK	酸豆角肉末 16.95
F6. ORANGE CHICKEN	陳皮雞 15.95
F7. SWEET AND SOUR PORK	咕咾肉 16
F8. TWICE COOKED PORK OR CHICKEN	回鍋肉/雞 16.95
F9. TWICE COOKED FISH FILLET	回鍋魚片 19.95
F10. YU HSIAO SHREDDED PORK	魚香肉絲 16.95
F11. BEIJING STYLE SHREDDED PORK	京醬肉絲 16.95
F12. FRIED PORK INTESTINES WITH CHILI PEPPER	干煸肥腸 18.95
F13. SAUTÉED PIG KIDNEY W. CHILI PEPPER	火爆腰花 18.95
F14. PORK WITH DRIED BEAN CURD	香干肉絲 16.95
F15. STRING BEANS WITH MINCED PORK	干煸四季豆 16.95
F16. SPICY PORK RIBS	麻辣排骨 18.95
F17. HOME STYLE BRAISED RIBS	家常排骨 16.25
F18. HOMEMADE SMOKED BACON WITH GARLIC GREEN	蒜苗炒臘肉 23.50
F19. GOLDEN BEEF SOUP WITH PICKLED VEGETABLE	金湯肥牛 23.25
F20. BEEF BRISKET IN CLAY POT WITH DRIED BEAN CURD	腐竹牛腩煲 16.50
F21. SPICY BEEF BRISKET IN CLAY POT	香辣牛腩煲 16.50

## VEGETABLE

G1. MA PO TOFU	麻婆豆腐 12.95
G2. HOME STYLE TOFU	家常豆腐 13.95
G3. PINE NUTS SWEET CORN	松仁玉米 15.95
G4. YU HSIAO EGGPLANT	魚香茄子 15.50
G5. SAUTÉED SHREDDED POTATO	炆炒土豆絲 12.95
G6. SPICY & SOUR SHREDDED POTATO	酸辣土豆絲 12.95
G7. SCRAMBLED EGGS WITH TOMATO	番茄炒蛋 14.95
G8. PEA POD SHOOT WITH GARLIC	蒜蓉豆苗 17.95
G9. BLACK MUSHROOM OVER GREENS	冬菇扒菜心 15.95
G10. CABBAGE WITH DRY PEPPERS	手撕包菜 13.95
G12. LOTUS ROOT WITH MIXED VEGETABLES	荷塘月色 15.95
G13. SAUTÉED CABBAGE W. VERMICELLI	蓮白炒粉絲 14.95

## SCALLION STYLE 蔥爆系列

CHOICE OF MEAT STIR FRIED IN HOISIN AND OYSTER SAUCE WITH SCALLION AND ONIONS

★ CHICKEN 雞	18.95	★ PORK 豬	18.95
★ BEEF 牛	19.95	★ TOFU 豆腐	16.25

## HOT SAUCE STYLE 水煮系列

STIR FRIED WITH CABBAGE, GARLIC, AND CELERY IN AN AUTHENTIC SZECHUAN CHILI OIL HOT SAUCE.

★ CHICKEN 雞	18.95	★ PORK 豬	18.95
★ BEEF 牛	20.95	★ LAMB 羊	21.95
★ FISH 魚	21.95	★ SHRIMP 蝦	23.95
★ FRIED TOFU 炸豆腐	16.25		

## DRY POT STYLE 干鍋系列

SERVED IN A SIZZLING MINI WOK AND COOKED IN A SPICY HOT POT SAUCE WITH BLACK MUSHROOMS, BAMBOO SHOOTS, BELL PEPPERS AND SZECHUAN PEPPERCORNS.

★ CHICKEN 雞	18.95	★ PORK 豬	18.95
★ BEEF 牛	20.95	★ LAMB 羊	21.95
★ FISH 魚	21.95	★ SHRIMP 蝦	23.95
★ PORK INTESTINE 豬大腸	20.95	★ FRIED TOFU 炸豆腐	16.25

## CUMIN STYLE 孜然系列

CUMIN-CRUSTED AND STIR FRIED WITH BELL PEPPERS, DRY PEPPERS, LONG HORN, CILANTRO, AND ONIONS.

★ CHICKEN 雞	18.95	★ PORK 豬	18.95
★ BEEF 牛	20.95	★ LAMB 羊	21.95
★ FRIED TOFU 炸豆腐	16.25		

## SALT 'N PEPPER STYLE 椒鹽系列

DELICATELY BATTERED AND SERVED ON A BED LETTUCE AND TOPPED WITH MINCED PEPPER AND FRIED ONION.

★ CALAMARI 魷魚	19.50	★ SHRIMP 蝦	23.95
★ Ribs 排骨	18.95		

## BROCCOLI STYLE 芥蘭系列

TRADITIONAL BROCCOLI STYLE WITH BROWN SAUCE.

★ CHICKEN 雞	15.25	★ PORK 豬	15.25
★ BEEF 牛	16.25	★ SHRIMP 蝦	18.25
★ BROCCOLI 芥蘭	13.25		

## LONG HORN PEPPER STYLE 小椒系列

STIR FRIED WITH SHREDDED LONG HORN PEPPERS AND BAMBOO SHOOTS.

★ BEEF 牛	19.95	★ PORK 豬	18.95
★ CHICKEN 雞	18.95	★ Smoked Bacon 臘肉	23.00
★ TOFU 豆腐	16.95		

## SPICY HOT POT STYLE 冷鍋系列

SERVED IN A HOT POT. FLAVORFUL THIN SLICE MEAT IS BOILED IN A SOUP BASE WITH VARIOUS KINDS OF VEGETABLES

★ WHOLE FISH 全魚	38.95	★ CHICKEN 雞	30.50
★ FISH FILLET 魚片	35.50	★ LAMB 羊	35.00
★ BEEF 牛	35.50		

## HOMEMADE SOFT TOFU STYLE 豆花系列

HOMEMADE SOFT TOFU, DIPPING IN A SPECIAL SZECHUAN SAUCE WITH CHOICE OF MEAT

★ FISH FILLET 魚片	19.95	★ BEEF 牛	20.95
★ CHICKEN 雞	17.95	★ PORK INTESTINE 肥腸	20.95

From the Office of: \_\_\_\_\_

**STANDARD FORM COMMERCIAL LEASE**

1. **PARTIES**  
(fill in)  
LESSOR, which expression shall include Education Realty Trust, George Yee (Trustee)  
heirs, successors, and assigns where the context so admits, does hereby lease to  
Z & L RESTAURANT, INC., a Massachusetts Corporation  
LESSEE, which expression shall include  
successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. **PREMISES**  
(fill in and include, if applicable, suite number, floor number, and square feet)  
One Storefront Space located at 220 Washington Street, Brookline, MA 02446 of approximately 1000 square feet on the ground level with additional 680 square feet basement space which may be used for storage of inventory or for office space. The store is the unit one Ye Olde Village Condominium, 222 Washington Street, Brookline, MA 02446, created by a Master Deed dated March 9, 1973, and recorded with the Norfolk Registry of Deeds, Book 4934, Page 691, as amended by instrument recorded with said Registry of Deeds, Book 8806, Page 660.  
  
together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.
3. **TERM**  
(fill in)  
The term of this lease shall be for Two (2) Years and Ten (11) Months  
commencing on \*Lease Commencement Date and ending on 11/30/2025
4. **RENT**  
(fill in)  
The LESSEE shall pay to the LESSOR fixed rent at the rate of See addendum dollars  
per year, payable in advance in monthly installments of \_\_\_\_\_, subject to  
proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.
5. **SECURITY DEPOSIT**  
(fill in)  
Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$10,000.00  
dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.
6. **RENT ADJUSTMENT**  
See Addendum  
  
\*Lease Commencement Date shall be the date of LESSEE's closing the purchase of business assets located at the Premises
  - A. **TAX ESCALATION**  
(fill in or delete)
  - B. **OPERATING COST ESCALATION**  
(fill in or delete)
  - C. **CONSUMER PRICE ESCALATION**  
(fill in or delete) N.A.

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N.A.

## 7. UTILITIES

\*delete "air conditioning" if  
not applicable

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat, (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning\* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED PREMISES  
(fill in)

The LESSEE shall use the leased premises only for the purpose of  
General Office, Retail Sales, and Light Baking, provided that food and beverage service which is consistent with a restaurant is permitted by state and local ordinances and regulations regulating the same, and that Lessee has obtained such permits and provides copies of the same to Lessor.

## 9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

## 10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

## 11. MAINTENANCE

## A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

## B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

## 12. ALTERATIONS - ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

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13. **ASSIGNMENT - SUBLEASING**  
The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease unless a written consent to an assignment has been provided by the Landlord.
14. **SUBORDINATION**  
This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
15. **LESSOR'S ACCESS**  
The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. **INDEMNIFICATION AND LIABILITY (fill in)**  
The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be responsibility.
17. **LESSEE'S LIABILITY INSURANCE (fill in)**  
The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$2,000,000.00 with property damage insurance in limits of \$1,000,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein. Lessee shall list Lessor as an additional insurer.
18. **FIRE, CASUALTY - EMINENT DOMAIN**  
Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:  
(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or  
(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.  
The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
19. **DEFAULT AND BANKRUPTCY (fill in)**  
In the event that:  
(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or  
(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or  
(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,  
then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of \_\_\_\_\_ percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.
20. **NOTICE (fill in)**  
Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 78 Lagrange Street  
Chestnut Hill, MA 02467

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## 21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE  
(fill in or delete)

The Broker(s) named herein N.A.

warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.

LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.

23. CONDITION OF  
PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

24. FORCE  
MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

25. LATE  
CHARGE

N.A.

26. LIABILITY  
OF OWNER

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

## 27. OTHER PROVISIONS

It is also understood and agreed that

See addendum attached

This Lease shall be contingent upon the LESSEE's closing the purchase of business assets in the Premises.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
BROKER(S)

\_\_\_\_\_  
BROKER(S)

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**ADDENDUM TO COMMERCIAL LEASE FOR  
220 WASHINGTON STREET #1, BROOKLINE, MA**

Term: Commencement Date - 11/30/2025  
plus 2 Options for Five (5) years each

1. It is understood that this addendum is incorporated as part of the lease.
2. Lessee shall be fully obligated for all maintenance and repairs to the unit occasioned by Lessee's use thereof.
3. Lessee agrees to be subject to and bound by the terms of the Master Deed of the Ye Olde Village Condominium and Ye Olde Village Condominium Trust, recorded with the Norfolk County Registry of Deeds, as aforesaid, and any rules and regulations in effect, other than those which may exist in the Master Deed and Condominium Trust as amended of record.
4. Lessor represents and warrants to Lessee that Olde Village Condominium validly created under Massachusetts law, that Lessor has good and clear record title to premises subject only to the Master Deed and Condominium Trust as previously noted, as the same may be amended.
5. Lessor shall maintain the condominium master policy now in effect, insuring against loss or damage by fire, and other casualty.
6. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
7. Two (2) years, Eleven (11) months lease. Monthly Base rent for Year\_1 (Eleven (11) months is \$3241.63. Year\_1's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_1. This amount will be calculated using a calendar year's expense, January to December. Year\_2's Base rent is Year\_1 increased by Five percent (5%). Year\_2's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_2. This amount will be calculated using a calendar year's expense, January to December. Year\_3's Base rent is Year\_2 increased by Five percent (5%). Year\_3's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_3. This amount will be calculated using a calendar year's expense, January to December.

Lease 1/1/2023 to 11/30/2025

## 5.A.

Rent will be Base Rent plus Insurance, Real Estate Tax, and Utilities:

Rent per month:		Base Rent plus Ins., RE Tax, Utilities Estimated Monthly Rent		
Year_1	1/1/23–11/30/23	\$ 3241.63	\$1271.21 *	\$4512.84
Year_2	12/1/23–11/30/24	\$ 3403.71	To be determined	To be determined
Year_3	12/1/24–11/30/25	\$ 3573.90	To be determined	To be determined

\* Previous year's Amount: \$1271.21 for 2021 will be used until the corrected amount can be calculated for 2023, 2024, and 2025. The difference will be made up and adjusted at that time.

(2021 Insurance \$854.90 + Real Estate Tax \$10615.40 + Utilities \$3784.25 = 15254.55/ 12 = \$1271.21)

8. Lessee shall have the option to extend the term of this lease for an additional five (5) years. Year\_4's Base rent is Year\_3 increased by Four percent (4%). Year\_4's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_4. This amount will be calculated using a calendar year's expense, January to December. Year\_5's Base rent is Year\_4 increased by Four percent (4%). Year\_5's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_5. This amount will be calculated using a calendar year's expense, January to December. Year\_6's Base rent is Year\_5 increased by Four percent (4%). Year\_6's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_6. This amount will be calculated using a calendar year's expense, January to December. Year\_7's Base rent is Year\_6 increased by Four percent (4%). Year\_7's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_7. This amount will be calculated using a calendar year's expense, January to

Lease 1/1/2023 to 11/30/2025

## 5.A.

December. Year\_8's Base rent is Year\_7 increased by Four percent (4%). Year\_8's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_8. This amount will be calculated using a calendar year's expense, January to December.

Rent will be Base Rent plus Insurance, Real Estate Tax, and Utilities:

Rent month:		Base Rent plus Ins., RE Tax, Utilities	Estimated	Monthly Rent
Year_4	12/1/25-11/30/26	\$ 3716.86	To be determined	To be determined
Year_5	12/1/26-11/30/27	\$ 3865.53	To be determined	To be determined
Year_6	12/1/27-11/30/28	\$ 4020.15	To be determined	To be determined
Year_7	12/1/28-11/30/29	\$ 4180.96	To be determined	To be determined
Year_8	12/1/29-11/30/30	\$ 4348.20	To be determined	To be determined

With the exception of the foregoing, the lease shall otherwise be extended under the same terms and conditions, provided that Lessee notifies Lessor of Lessee's exercise of such option no later than twelve months prior to the expiration of the lease term herein. Such notice shall be in writing delivered to Lessor as required herein.

9. Lessee shall have the option to extend the term of this lease for an additional five (5) years. Year\_9's Base rent is Year\_8 increased by Four percent (4%). Year\_9's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_9. This amount will be calculated using a calendar year's expense, January to December. Year\_10's Base rent is Year\_9 increased by Four percent (4%). Year\_10's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_10. This amount will be calculated using a calendar year's expense, January to December. Year\_11's Base rent is Year\_10 increased by Three percent (3%). Year\_11's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_11. This amount will be calculated using a calendar year's expense, January to December. Year\_12's Base rent is Year\_11 increased by Three percent (3%). Year\_12's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_12. This amount will be calculated using a calendar year's expense, January to December. Year\_13's Base rent is Year\_12 increased by Three percent (3%). Year\_13's Insurance, Real Estate Tax, and Utilities is Lessor's Real Estate Tax plus Lessor's share of building's amount for Insurance, Heat, Electricity, and Sewer/Water for Year\_13. This amount will be calculated using a calendar year's expense, January to December.

Lease 1/1/2023 to 11/30/2025

## 5.A.

Rent will be Base Rent plus Insurance, Real Estate Tax, and Utilities:

Rent month:	Base Rent plus Ins., RE Tax, Utilities	Estimated Monthly Rent
Year_9 12/1/30–11/30/31	\$ 4522.13 To be determined	To be determined
Year_10 12/1/31–11/30/32	\$ 4703.02 To be determined	To be determined
Year_11 12/1/32–11/30/33	\$ 4844.11 To be determined	To be determined
Year_12 12/1/33–11/30/34	\$ 4989.43 To be determined	To be determined
Year_13 12/1/34–11/30/35	\$ 5139.11 To be determined	To be determined

With the exception of the foregoing, the lease shall otherwise be extended under the same terms and conditions, provided that Lessee notifies Lessor of Lessee's exercise of such option no later than twelve months prior to the expiration of the lease term herein. Such notice shall be in writing delivered to Lessor as required herein.

**I/we have read this lease and addendum and understand it.**

**I/we agree to abide by this contract as it is written, including each clause without exception.**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

Lease 1/1/2023 to 11/30/2025



ATTACHED TO AND MADE PART OF THIS LEASE AGREEMENT DATED December 1, 2022  
BETWEEN EDUCATION REALTY TRUST, GEORGE YEE, TRUSTEE ("LANDLORD") AND Z & L  
RESTAURANT, INC. ("TENANT")

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor.

**EXECUTED** to be effective as of the      day of December, 2022.

SIGNATURE X

ADDRESS [REDACTED]

PHONE NUMBER [REDACTED]

EMAIL ADDRESS- [REDACTED]

**AGREEMENT OF PERSONAL GUARANTY**

ATTACHED TO AND MADE PART OF THIS LEASE AGREEMENT DATED December, 2022  
BETWEEN **EDUCATION REALTY TRUST, GEORGE YEE, TRUSTEE** ("LANDLORD") AND **Z & L  
RESTAURANT, INC.** ("TENANT")

The undersigned "Guarantor," in consideration of the making of the foregoing Lease Agreement between Tenant and Landlord, does hereby unconditionally guarantee the payment of the rent by the Tenant and the performance by Tenant of all the financial duties and obligations under the Lease Agreement as it may be amended or extended by mutual agreement.

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease of: **Z & L Restaurant, Inc.** (TENANT).

EXECUTED to be effective as of the        day of: December, 2022.

**GUARANTOR** \_\_\_\_\_

SIGNATURE X \_\_\_\_\_

PRINT NAME: Huan Ping Li

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**Z & L RESTAURANT, INC.**

D/B/A

***CUBIST CIRCLE***

220 WASHINGTON ST  
BROOKLINE, MA 02445

Description of the Operation

Z & L Restaurant, Inc. d/b/a Cubist Circle is in the business of operating a Chinese restaurant. Unlike an American Chinese Restaurant, Cubist Circle provides authentic Chinese food and non-alcoholic beverages. It is an unique combination of excellent food at value pricing with a comfortable atmosphere.

Cubist Circle offers dine-in, take-out and delivery services.

The Premises consists approximately 1,000 sq.ft., with one entrance and two exits.

Seating Capacity : 16 indoor seats (no outdoor seat).

Proposed Hours of Operation:

Monday – Thursday	11:00a.m. – 10:00p.m.
Friday – Saturday	11:00a.m. – 11:00p.m.
Sunday	12:00noon – 10:00p.m.

To Whom It May Concern:

I've known Zhongyuan Zang for about 10 years and she is my co-partner of Cubist Circle at 625 Washington Street, Weymouth since 2019, through her excellent leadership and positive, cooperative interaction with local neighbors, cubist circle becomes one of the most popular restaurants in Weymouth area, we were so glad to see a lot of thanks, smiles back from our customers.

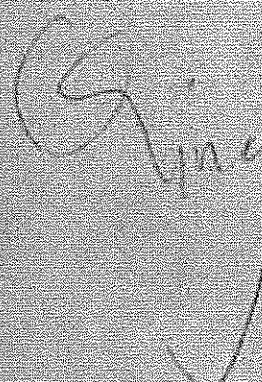
I am so proud of Mrs Zhongyuan Zang and I strongly believe she could manage such business and contribute to the development of the local business in Brookline.

Sincerely,

Adam Bing

164 West Street

Quincy, MA 02169

A handwritten signature in dark ink, appearing to read 'Adam Bing', is written over a large, faint, circular watermark or stamp in the background.

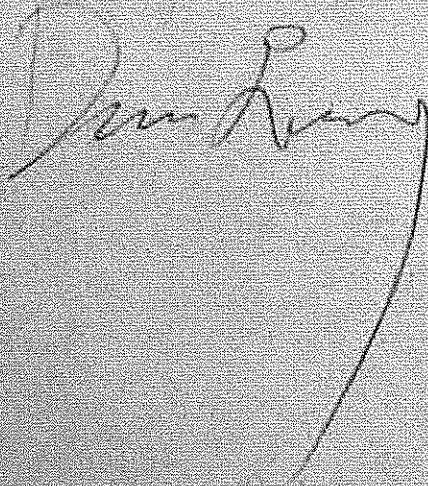


To Whom It May Concern:

I've known Zhongyuan Zang for about 10 years. As I know she work in the restaurant industry for over 10 years and she always did very good job.

I am so proud of Mrs Zhongyuan Zang and I strongly believe she could manage such business and contribute to the development of the local business in Brookline.

Dong rong  
19 oxbow ed Framingham 01701

A handwritten signature in dark ink, appearing to read 'Dong Rong', with a long, sweeping underline that extends downwards and to the right.



2022-12-06

Yibing Shao

To whom it may concern,

I am writing on behalf of Zhongyuan Zang. I have known Zhongyuan for 3 years as she also lives in Weymouth and is a good friend of mine. The 3 years that I have known Zhongyuan, I have observed how responsible of a person she is and how she runs her business diligently and handles every situation maturely and with experience.

Zhongyuan Zang owns Cubist Circle located in 625 Washington St. Weymouth MA, and I have seen the amount of work she puts in into her business.

I am happy to recommend Zhongyuan Zang as a business owner. Should you have questions, feel free to contact me at 857-701-0508

Best Regards,

Yibing Shao





OFFICE OF SELECTMEN  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**ENTERTAINMENT APPLICATION**

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (\*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: Z & L Restaurant, Inc.

D/B/A Cubist Circle

LOCATION: 220 Washington St., # 1, Brookline, MA 02446

TELEPHONE # 617-232-0000 EMAIL ADDRESS: [REDACTED]

**TYPE OF ENTERTAINMENT:**

(1) RADIO XX TAPED MUSIC XX JUKE BOX \_\_\_\_\_ TELEVISION XX

DAYS: Sunday - Saturday (7 days a week) HOURS: FROM: 11:00a.m. TO: 11:00p.m.

(2) MOVIES \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(3) DANCING \_\_\_\_\_ PRIVATE \_\_\_\_\_ PUBLIC \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(4) INSTRUMENTAL MUSIC \_\_\_\_\_ TYPE OF INSTRUMENTS: \_\_\_\_\_  
 #OF INSTRUMENTS \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(5) VOCAL MUSIC: \_\_\_\_\_ #OF VOCALIST: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(6) EXHIBITION (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(7) FLOOR SHOW (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF APPLICANT DATE

December 5, 2022

(\*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A  
 SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS  
 AND REQUIRES A SEPARATE FEE OF \$100:

DANCING  
 JUKE BOX  
 LIVE ENTERTAINMENT

## **Change of Manager / Change of Officer**

Applicant:	Trustees of Boston University
DBA:	WBUR
Location:	890 Commonwealth Ave Brookline, Ma 02215
Application Details:	Change of Manager / Change of Officer

### **Application Details:**

Question of Request of approving the application of a Change of Manager of Record from Joseph Lachance to Jonathan Webster for Trustees of Boston University d/b/a WBUR at 890 Commonwealth Ave.

Question of approving the application of a Change of Officer from Martin Howard to Gary W Nicksa for Trustees of Boston University d/b/a WBUR at 890 Commonwealth Ave.

### **Reports (Attached):**

Police Department (Approved)

MEMORANDUM

TO: Jennifer Pastor, Acting Chief of Police  
FROM: Charles Carey, Town Administrator  
RE: Change of Manager / Change of Officer  
DATE: December 29, 2022

---

May we please have reports on the attached application:

Applicant:	Trustees of Boston University
DBA:	WBUR
License Type:	Change of Manager / Change of Officer
Location:	890 Commonwealth Ave Brookline, Ma 02215

**Application Details:**

Request of approving the application of a Change of Manager of Record from Joseph Lachance to Jonathan Webster for Trustees of Boston University d/b/a WBUR at 890 Commonwealth Ave.

Request of approving the application of a Change of Officer from Martin Howard to Gary W Nicksa for Trustees of Boston University d/b/a WBUR at 890 Commonwealth Ave.

This application is scheduled to go before the Board on **January 17, 2023**. May we please have the reports no later than **January 10, 2023**.

Thank you.

**Change of Officer/Directors/LLC Manager****Change of Manager**

- ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
  - ☒ Monetary Transmittal Form
  - ☒ **DOR Certificate of Good Standing**
  - ☒ **DUA Certificate of Compliance**
  - ☒ Change of Officers/Directors Application
  - ☒ **CORI Authorization** Form for proposed manager of record
  - ☒ Business Structure Documents
    - If Sole Proprietor, **Business Certificate**
    - If Partnership, **Partnership Agreement**
    - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
  - ☒ Vote of the Entity Board
  - ☒ Change of Manager Application - ABCC
  - ☒ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
  - ☒ Proof of Citizenship (Manager must be a US citizen)
  - ☒ State Tax Verification Form
  - ☒ Change of Manager Application - Brookline
  - ☒ License Interview Form
  - ☒ CORI Release Form - Brookline
  - ☒ Three letters of reference
  - ☒ **IN-PERSON** class for the safe service of alcohol certification
  - ☒ **Crowd Manager Certification** from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar regardless of number)
- 
- ☒ Report from Brookline Police





**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

Jennifer Paster  
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster  
FROM: Lt. John J. Canney  
DATE: January 10<sup>th</sup>, 2023  
RE: WBUR- Change of Manager/Change of Officer

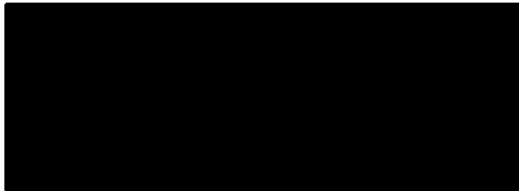
---

Chief,

WBUR (The Trustees of Boston University), have requested a change of manger and a change of officer for their all alcohol license.

The proposed new manager is:

Jonathan Webster



A certificate of completion has been submitted for Jonathan for Crowd Manager Training as well as 3 letters of recommendation.

I see no reason to oppose this application.

The new officer is Gary Nicksa to replace Martin Howard as Treasurer.

Gary Nicksa



## 6.A.

All of the paperwork appears to be in order, and I see no reason to oppose this application.

Respectfully submitted,  
Lt. John J. Canney



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

## Payment Confirmation

## YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

**Transaction Processed Successfully.****INVOICE #: 2e17d655-ee80-489b-9971-e5e00a6d268f**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	04856-RS-0148	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 12/15/2022 3:08:39 PM EDT

Total Amount Paid: \$204.70

## Payment On Behalf Of

**License Number or Business Name:**  
04856-RS-0148**Fee Type:**  
FILING FEES-RETAIL

## Billing Information

**First Name:**  
Louise**Last Name:**  
Russell**Address:**  
1 Silber Way**City:**  
Boston**State:**  
MA**Zip Code:**  
02215**Email Address:**  
lrussell@bu.edu



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR MULTIPLE AMENDMENTS**

*Please select all of the amendments you are applying for:*

☐ **CHANGE OF CATEGORY**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt  
 Monetary Transmittal Form  
 DOR Certificate of Good Standing  
 DUA Certificate of Compliance  
 Change of Category Application  
 Vote of the Entity Board  
 Advertisement\*  
 Abutter's Notification\*

☐ **CHANGE OF LICENSE TYPE**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt  
 Monetary Transmittal Form  
 Change of License Type Application  
 Vote of the Entity Board  
 Advertisement\*

**CHANGE OF CORPORATE STRUCTURE**



\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt  
 Monetary Transmittal Form  
 DOR Certificate of Good Standing  
 DUA Certificate of Compliance  
 Change of Corporate Structure Application  
 Vote of the Entity Board  
 Business Structure Documents  
 If Sole Proprietor, Business Certificate  
 If partnership, Partnership Agreement  
 If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

**CHANGE OF CLASSIFICATION**



\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt  
 Monetary Transmittal Form  
 DOR Certificate of Good Standing  
 DUA Certificate of Compliance  
 Change of Classification Application  
 Vote of the Entity Board  
 Abutter's Notification\*  
 Advertisement\*



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR MULTIPLE AMENDMENTS**

Please select all of the amendments you are applying for(continued):

☒ **CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☐ **CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement\*

☐ **CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement\*

\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR MULTIPLE AMENDMENTS**

*Please select all of the amendments you are applying for(continued):*

☐ **CHANGE OF CORPORATE NAME OR DBA**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt (Corporate Name Only)  
 Monetary Transmittal Form  
 DOR Certificate of Good Standing (Corporate Name Only)  
 DUA Certificate of Compliance (Corporate Name Only)  
 Change of Corporate Name/DBA Application  
 Vote of the Entity Board  
 Business Structure Documents  
 If Sole Proprietor, Business Certificate  
 If partnership, Partnership Agreement  
 If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☐ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt  
 Monetary Transmittal Form  
 DOR Certificate of Good Standing  
 DUA Certificate of Compliance  
 Change of Pledge of License, Stock or Inventory Application  
 Vote of the Entity Board  
 Pledge documentation  
 Promissory note

**CHANGE OF MANAGER**

☒ \$200 fee via [ABCC website](http://ABCC website) and Payment Receipt  
 Monetary Transmittal Form  
 Change of Manager Application  
 Vote of the Entity Board  
 CORI Authorization Complete one for the proposed manager of record. This form **must be notarized with a stamp or raised seal.**  
 Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.



## 6.A.



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*95 Fourth Street, Suite 3, Chelsea, MA 02150-2358*  
*www.mass.gov/abcc*

### APPLICATION FOR MULTIPLE AMENDMENTS

*Please select all of the amendments you are applying for(continued):*

☐ CHANGE OF LOCATION

\$200 fee via ABCC website and Payment Receipt  
Monetary Transmittal Form  
Alteration of Premises/Change of Location Application  
Vote of the Entity Board  
Supporting financial records  
Legal Right to Occupy  
Floor Plan  
Abutter's Notification\*  
Advertisement\*

☐ ALTERATION OF PREMISES

\$200 fee via ABCC website and Payment Receipt  
Monetary Transmittal Form  
Alteration of Premises/Change of Location Application  
Vote of the Entity Board  
Supporting financial records  
Legal Right to Occupy  
Floor Plan  
Abutter's Notification\*  
Advertisement\*

☐ MANAGEMENT AGREEMENT

\$200 fee via ABCC website and Payment Receipt  
Monetary Transmittal Form  
Management Agreement Application  
Management Agreement  
Vote of the Entity Board  
CORI Forms for all listed in Section 8A and attachments

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR MULTIPLE AMENDMENTS**

Please select all of the amendments you are applying for(continued):

**Non-Profit Club's ONLY**

e.g. Veteran's Club

☐ **Non-Profit Club CHANGE OF OFFICERS/DIRECTORS**

DOR Certificate of Good Standing  
 DUA Certificate of Compliance  
 Change of Officers/Directors Application  
 Vote of the club signed by an approved officer  
 Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth  
 Monetary Transmittal Form  
 \$200 fee via [ABCC website](http://ABCC website) and Payment Receipt

☐ **Non-Profit Club CHANGE OF MANAGER**

\$200 fee via [ABCC website](http://ABCC website) and Payment Receipt  
 Monetary Transmittal Form  
 Change of Manager Application  
 Vote of the club signed by an approved officer  
 CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.

**Updated Officers and Directors\***

\*Please ensure to update your officers and directors *simultaneously* or **PRIOR** to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.

**Proof of Citizenship.** Passport, birth certificate, voter registration, or naturalization papers will be accepted.

6.A.



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION FOR MULTIPLE AMENDMENTS

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

04856-RS-0148

ENTITY/ LICENSEE NAME

Trustees of Boston University

ADDRESS

890 Commonwealth Avenue

CITY/TOWN

Brookline

STATE

MA

ZIP CODE

02215

For the following transactions (Check all that apply):

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> New License  | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                                      | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input checked="" type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input checked="" type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|   | <input type="checkbox"/> Other  |   | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR MULTIPLE AMENDMENTS**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Trustees of Boston University	Norfolk	04856-RS-0148

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Change of Manager  
 One Change of Officer - Gary W Nicksa to replace Martin Howard

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Louise Russell	Executive Assistant	lrussell@bu.edu	617-353-2148

**2. AMENDMENT-Change of License Classification**

<input type="checkbox"/> <b>Change of License Category</b> All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category  Requested New License Category	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
<input type="checkbox"/> <b>Change of License Class</b> Seasonal or Annual	Last-Approved License Class  Requested New License Class	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
<input type="checkbox"/> <b>Change of License Type*</b> i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type  Requested New License Type	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>

**3. AMENDMENT-Change of Business Entity Information**

<input type="checkbox"/> <b>Change of Corporate Name</b>	Last-Approved Corporate Name:  Requested New Corporate Name:	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
<input type="checkbox"/> <b>Change of DBA</b>	Last-Approved DBA:  Requested New DBA:	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
<input type="checkbox"/> <b>Change of Corporate Structure</b> LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure  Requested New Corporate Structure	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>

**4. AMENDMENT-Pledge Information**

<input type="checkbox"/> <b>Pledge of License</b> <input type="checkbox"/> <b>Pledge of Inventory</b> <input type="checkbox"/> <b>Pledge of Stock</b>	To whom is the pledge being made: <input style="width: 90%;" type="text"/>
---	--

**5. AMENDMENT-Change of Manager**☒ **Change of License Manager****A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name  Date of Birth  SSN Residential Address Email  Phone Please indicate how many hours per week you intend to be on the licensed premises Last-Approved License Manager **B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*

☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

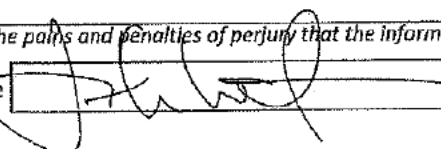
Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
08/2022		VP Hospitality	Aramark @ BU	Brisbane Vaillancourt
07/2021	07/2022	Executive Director	Syracuse University	Kristian Klinger
02/2019	05/2021	Res District Manager	Bon Appetit @ NBC	Brett Martin

**D. PRIOR DISCIPLINARY ACTION**Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Trustees of Boston University	CITY/TOWN: Boston
---	--	-------------------

**APPLICANT INFORMATION**

LAST NAME: Webster	FIRST NAME: Jonathan	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Pasadena, California	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Lyle	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 6 4	WEIGHT: 185
		EYE COLOR: brown
CURRENT ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP: 02129
FORMER ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP: 02215

**PRINT AND SIGN**

PRINTED NAME: Jonathan Webster	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

**NOTARY INFORMATION**

On this 16th day of November before me, the undersigned notary public, personally appeared Jonathan Webster  
(name of document signer), proved to me through satisfactory evidence of identification, which were known to me  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Ruth Martinho  
NOTARY

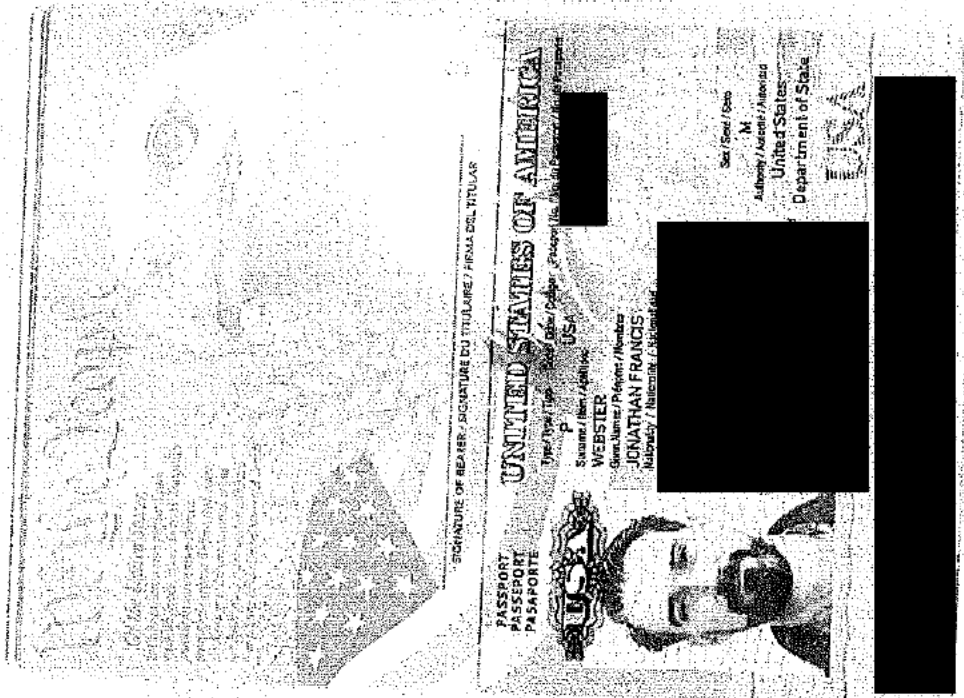
**DIVISION USE ONLY**

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCI identifies that index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.







**6. AMENDMENT-Change of Officers, Stock or Ownership Interest**

☒ **Change of Officers/Directors**    ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)**    ☐ **Change of Stock (E.g. New Stockholder/Transfer or Issuance of Stock)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Gary W Nicksa	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Treasurer	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

**MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

6.A.



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSE)	LICENSEE NAME: Trustees of Boston University	CITY/TOWN: Boston
---------------------------------------	--	-------------------

**APPLICANT INFORMATION**

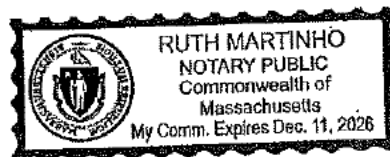
LAST NAME: Nicksa	FIRST NAME: Gary	MIDDLE NAME: William
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Hartford, CT	
DATE OF BIRTH: [REDACTED]	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Labbe	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: MA
GENDER: MALE	HEIGHT: 6	WEIGHT: 225
		EYE COLOR: Brown
CURRENT ADDRESS: [REDACTED]		
CITY/TOWN: [REDACTED]	STATE: MA	ZIP: 02482
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

**PRINT AND SIGN**

PRINTED NAME: Gary W Nicksa	APPLICANT/EMPLOYEE SIGNATURE: <i>Gary W Nicksa</i>
-----------------------------	--

**NOTARY INFORMATION**

On this <u>JANUARY 27, 2022</u>	before me, the undersigned notary public, personally appeared <u>Gary W Nicksa</u>
(name of document signer), proved to me through satisfactory evidence of identification, which were <u>known to me</u>	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 NOTARY	



**DIVISION USE ONLY**

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 690-4614.

# We the People

Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do hereby constitute and  
establish the  
Government of the United States of America.



*[Handwritten signature]*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSE  
PASAPORTE

UNITED STATES OF AMERICA



Surname / Nom  
NICKSA

Given Names / Prénoms / Nombres

GARY WILLIAM

Country / Nationalité / Nacionalidad

Sex / Sexe / Sexo  
M

Address / Adresse / Dirección

United States

Department of State

USA



**6. AMENDMENT-Change of Officers, Stock or Ownership Interest****6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Gary W Nicksa	Malt & Wine (2)	Trustees of Boston Univerlsty	Suffolk
Gary W Nicksa	Club	Trustees of Boston University	Suffolk
Gary W Nicksa	All Alcohol (2)	Trustees of Boston University	Suffolk

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**7. AMENDMENT-Change of Premises Information**

☐ **Alteration of Premises:** (must fill out attached financial information form)

**7A. ALTERATION OF PREMISES**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

**PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

☐ **Change of Location:** (must fill out attached financial information form)

**7B. CHANGE OF LOCATION**

Last-Approved Street Address

Proposed Street Address

**DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

**OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☐ No



**8. AMENDMENT-Management Agreement**

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?  
If yes, please fill out section 8.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

**8A. MANAGEMENT ENTITY**

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

**8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**9. FINANCIAL DISCLOSURE**

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

--

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total	

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

--

**APPLICANT'S STATEMENT**

I, Gary Nicksa the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
 Authorized Signatory  
 of Trustees of Boston University  
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

11-30-22

Title:

Treasurer

6.A.

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.



TRUSTEES OF BOSTON UNIVERSITY  
SECRETARY'S CERTIFICATE OF AUTHORITY  
REGARDING ALCOHOLIC BEVERAGE LICENSES

I, Erika Geetter, hereby certify that I have been duly elected to and now hold the office of Secretary of Trustees of Boston University (the "University"), a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts. I also hold the office of Senior Vice President and General Counsel of the University. I further certify as follows:

The University has approved the submittal of the application for multiple amendments to the Town of Brookline and the Massachusetts Alcoholic Beverages Control Commission for change of manager and one officer under the University's alcoholic beverage license with the Town of Brookline LICA-19-0491.

The University has appointed Jonathan Webster, Liquor License Manager, as its manager of record for License Number LICA-19-0491, and has granted him with full authority and control of the premises described in the University's alcoholic beverage license LICA-19-0491, and authority and control of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.

Gary W. Nicksa has been duly elected to and now holds the office of Treasurer of the University.

The University has approved the authorization of Gary W. Nicksa, Treasurer of the University, to sign the application for change of manager and one officer in the name of Trustees of Boston University and to execute on its behalf any necessary papers, and do all things required relative to the University's alcoholic beverage license.

IN WITNESS WHEREOF, I hereto set my hand this 15<sup>th</sup> day of December, 2022.

A handwritten signature in cursive script that reads "Erika Geetter".

Erika Geetter  
Secretary

# 6.A.

## ADDENDUM A

### 6. Change of Officers, Stock or Ownership Interest (Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)



Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

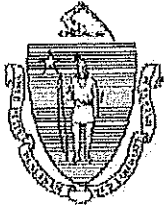
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No





Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



407537330

Rosalin Acosta  
SECRETARY

Connie C. Carter  
INTERIM DIRECTOR

BOSTON UNIVERSITY  
25 BUICK STREET  
BOSTON, MA 02215

EAN: 72000920  
November 18, 2022

Certificate Id:64616

The Department of Unemployment Assistance certifies that as of 11/18/2022 ,BOSTON UNIVERSITY is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Interim Director

Department of Unemployment Assistance



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey B. Snyder, Commissioner

mass.gov/dor

Letter ID: L1194228928  
Notice Date: November 18, 2021  
Case ID: 0-001-310-681



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TRUSTEES OF BOSTON UNIVERSITY  
881 COMMONWEALTH AVE STE 1  
BOSTON MA 02215-1390

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, TRUSTEES OF BOSTON UNIVERSITY is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

# Administration

The University's leadership, overseen by the Board of Trustees, oversees academic operations and long-range planning for the University.



**President**  
Robert E. Becker



**University Provost**  
John McQuinn



**Vice President and  
Chief of Staff to  
the President**  
George A. Schuchman



**Chief of Staff to the  
Provost**  
John F. Schuchman



**Provost of the  
Medical Campus**  
David L. Schuchman



**Dean, College  
and Graduate  
School of Arts &  
Sciences**  
Dean, College and  
Graduate School of  
Arts & Sciences



**Vice President  
and Associate  
Provost for  
Academic  
Budgets &  
Planning**  
Vice President and  
Associate Provost for  
Academic Budgets &  
Planning



**Dean, Henry M.  
Goldman School  
of Dental  
Medicine**  
Dean, Henry M. Goldman  
School of Dental Medicine



**Dean, School of  
Medicine**  
Dean, School of Medicine



**Dean, School of  
Public Health**  
Dean, School of Public  
Health



**Dean, Frederick S.  
Pardee School of  
Global Studies**  
Dean, Frederick S. Pardee  
School of Global Studies



**Vice President  
and Associate  
Provost for OU  
Virtual**  
Vice President and  
Associate Provost for  
OU Virtual



**Senior Vice  
President for  
Financial Affairs,  
Chief Financial  
Officer, and  
Treasurer**  
Senior Vice President for  
Financial Affairs, Chief  
Financial Officer, and  
Treasurer



**Dean, College of  
Communication**  
Dean, College of  
Communication



**Chief Health  
Officer and  
Executive  
Director of  
Student Health  
Services**  
Chief Health Officer and  
Executive Director of  
Student Health Services



**Vice President for  
Human Resources**  
Vice President for  
Human Resources



**Vice President for  
Financial  
Operations and  
University  
Comptroller**  
Vice President for  
Financial Operations and  
University Comptroller



**Dean, College of  
Engineering**  
Dean, College of  
Engineering



**Associate  
Provost for  
Community &  
Inclusion**  
Associate Provost for  
Community & Inclusion



**Senior Vice  
President for  
Development &  
Alumni Relations**  
Senior Vice President for  
Development & Alumni  
Relations



**Dean, College of  
Fine Arts**  
Dean, College of Fine  
Arts



**Dean, College of Fine Arts**

Dr. [Name]



**Dean, College of General Studies**

Dr. [Name]



**Dean, School of Hospitality Administration**

Dr. [Name]



**Dean, School of Law**

Dr. [Name]



**Dean, Questrom School of Business**

Dr. [Name]



**Dean, Marsh Chapel**

Dr. [Name]



**Dean, Metropolitan College & Extended Education**

Dr. [Name]



**Dean, College of Health & Rehabilitation Sciences: Sargent College**

Dr. [Name]



**Associate Provost for Community & Inclusion**

Dr. [Name]



**Interim Associate Provost and Dean of Students**

Dr. [Name]



**Associate Provost for Digital Learning and Innovation**

Dr. [Name]



**Vice President and Associate Provost for Enrollment & Student Administration**

Dr. [Name]



**Associate Provost for Faculty Affairs**

Dr. [Name]



**Vice President and Associate Provost for Global Programs, Deputy General Counsel**

Dr. [Name]



**Associate Provost for Graduate Affairs**

Dr. [Name]



**Vice President & Associate Provost for**

Dr. [Name]



**Senior Vice President for Development & Alumni Relations**

Dr. [Name]



**Vice President for Alumni Engagement & Outreach**

Dr. [Name]



**Vice President for Development**

Dr. [Name]



**Senior Vice President for External Affairs**

Dr. [Name]



**Vice President for Government & Community Affairs**

Dr. [Name]



**Vice President for Federal Relations**

Dr. [Name]



**Vice President for Marketing & Creative Services**

Dr. [Name]



**Senior Vice President, General Counsel, and Secretary of the Board of Trustees**

Dr. [Name]



**Senior Vice President for Operations**

Dr. [Name]



**Vice President for Auxiliary Services**

Dr. [Name]



**Vice President for Budget, Planning & Business Affairs**

Dr. [Name]



**Vice President for Campus Planning & Operations**

Dr. [Name]



**Chief Investment Officer**

Dr. [Name]



**Senior Diversity Officer**

Dr. [Name]



**Dean, Marsh  
Chapel**  
Gordon N. Furr



**Dean,  
Metropolitan  
College &  
Extended  
Education**  
Wanda Haskett



**Dean, College of  
Health &  
Rehabilitation  
Sciences;  
Sargent College**  
David P. King



**Dean, School of  
Social Work**  
John J. Furr



**Dean, School of  
Theology**  
Dr. Stephen Furr



**Dean, Wheelock  
College of  
Education &  
Human  
Development**  
David King



**Associate  
Provost for  
Computing &  
Data Sciences**  
David King

#### Faculty Affairs

As of 10/1/2019



**Vice President  
and Associate  
Provost for  
Global Programs,  
Deputy General  
Counsel**  
Wanda Haskett



**Associate  
Provost for  
Graduate Affairs**  
David P. King



**Vice President &  
Associate  
Provost for  
Research**  
David P. King



**Associate  
Provost for  
Special Projects  
& Emerging  
Priorities**  
David P. King



**Associate  
Provost for  
Undergraduate  
Affairs**  
David P. King



**University  
Librarian and  
Interim**  
David P. King



**Vice President &**



**Senior Vice  
President for  
Operations**  
David P. King



**Vice President for  
Auxiliary Services**  
David P. King



**Vice President for  
Budget, Planning &  
Business Affairs**  
David P. King



**Vice President for  
Campus Planning &  
Operations**  
David P. King



**Chief Investment  
Officer**  
David P. King



**Senior Diversity  
Officer**  
David P. King



**Vice President of  
Information  
Services &  
Technology and  
Chief Data Officer**  
David P. King



**Director of  
Athletics**  
David P. King



William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

February 1, 2022

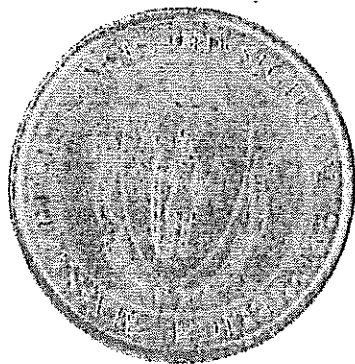
TO WHOM IT MAY CONCERN:

I hereby certify that

**TRUSTEES OF BOSTON UNIVERSITY**

appears by the records of this office to have been incorporated under the laws of this Commonwealth on May 26, 1869 and is subject to Massachusetts General Laws Chapter 180.

I also certify that so far as appears of record here, said corporation still has legal existence.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*  
Secretary of the Commonwealth

Processed by IL



SECTION 6. Said town of Hopkinton is hereby authorized to raise by loan or tax, any sums of money which shall be required to pay its instalments on its subscriptions to said stock, and interest thereon, or for any other purpose required by the terms of this act.

—may raise by loan or tax the amount required to pay its subscriptions.

SECTION 7. The selectmen of the town of Hopkinton shall have authority to represent said town at any meeting of the Hopkinton Branch Railroad Company, and said town so represented, is hereby authorized to vote on the whole amount of stock held by said town of Hopkinton, anything in chapter sixty-three of the General Statutes to the contrary notwithstanding.

Selectmen to represent the town at all meetings of said company.

SECTION 8. This act shall take effect upon its passage, and shall be void unless said road is located within two years, and constructed within four years from the passage of this act.

When to take effect.

Approved May 26, 1869.

AN ACT TO INCORPORATE THE TRUSTEES OF BOSTON UNIVERSITY.  
*Be it enacted, &c., as follows:*

Chap. 322

SECTION 1. Isaac Rich, Lee Claflin, Jacob Sleeper, their associates and successors, are hereby constituted a body corporate by the name of the Trustees of Boston University, and they and their successors, and such as shall be duly elected members of said corporation, shall be and remain a body corporate by that name forever. And for the orderly conducting of the business of said corporation, the said trustees shall have power and authority, from time to time, as occasion may require, to elect a president, vice-president, secretary and treasurer, and such other officers of said corporation as may be found necessary, and to declare the duties and tenures of their respective offices; and also to remove any trustee from the said corporation, when in their judgment he shall be rendered incapable, by age or otherwise, of discharging the duties of his office, or shall neglect or refuse to perform the same, and also to elect new members of said corporation. The number of members shall never be less than ten nor greater than thirty, and their qualifications and term of service shall be fixed at the first meeting of the corporation.

Corporators.

Trustees to elect officers, declare duties and tenures of office, and remove officers.

Corporation not to exceed thirty.

SECTION 2. The said corporation shall have full power and authority to determine at what times and places their meetings shall be held, and the manner of notifying the trustees to convene at such meetings; and also to establish boards of instruction in all departments of science and the arts, to elect a president of said university, and such professors, tutors, instructors and other university officers, as

—to determine time, place and manner of notifying and holding meetings by trustees, and establish boards of instruction in all departments of science, &c.

—may purchase and erect buildings, and make rules and by-laws, and regulate the courses of instruction.

Degrees, how conferred.

Corporation may have a common seal, sue and be sued.

—may hold real and personal estate.

—annual income not to exceed \$100,000.

—rents and profits to go to endowment of college.

No religious test required.

they shall judge for the interest thereof, and to determine the duties, salaries, emoluments, responsibilities and tenures of their respective offices. And the said corporation is further empowered to purchase or erect, and keep in repair, such houses and other buildings as they shall judge necessary for the said university; and also to make and ordain, as occasion may require, reasonable rules, orders and by-laws, not repugnant to the constitution and laws of this Commonwealth, with reasonable penalties, for the good government of the said university, and for the regulation of their own body; and also to determine and regulate the courses of instruction in said university, and to confer degrees; but no degree shall be conferred except upon the recommendation of the appropriate faculty.

SECTION 3. The said corporation may have a common seal, which they may alter or renew at their pleasure, and all deeds sealed with the seal of said corporation, and signed by their order, shall, when made in their corporate name, be considered in law as the deeds of said corporation; and said corporation may sue and be sued in all actions, real, personal and mixed, and may prosecute the same to final judgment and execution by the name of the Trustees of Boston University; and said corporation may take and hold in fee simple, or any less estate, by gift, grant, devise, bequest or otherwise, any land, tenements, or other estate, real or personal; but the clear annual income of the same shall not exceed one hundred thousand dollars.

SECTION 4. The clear rents and profits of all the estate, real and personal, of which the said corporation shall be seized and possessed, shall be appropriated to the maintenance and endowment of said university, in such manner as shall most effectually promote virtue and piety, and learning in such of the languages and of the liberal and useful arts and sciences, as shall be recommended from time to time by the said corporation, they conforming to the will of any donor or donors in the application of any estate which may be given, devised or bequeathed for any particular object connected with the university.

SECTION 5. No instructor in said university shall ever be required by the trustees to profess any particular religious opinions as a test of office, and no student shall be refused admission to, or denied any of the privileges, honors or degrees of said university on account of the religious opinions which he may entertain; but this section shall not apply to the Theological Department of said university.

## 1869.—CHAPTERS 323, 324, 325.

633

SECTION 6. The legislature of this Commonwealth may grant any further powers to, or alter, limit, annul or restrain any of the powers vested by this act in the said corporation, as shall be found necessary to promote the best interests of said university, and more especially may appoint and establish overseers or visitors of the said university, with all necessary powers for the better aid, preservation and government of the same.

Legislature may control powers granted by this act.

SECTION 7. This act shall take effect upon its passage.

*Approved May 26, 1869.*

AN ACT TO INCORPORATE THE WAKEFIELD SAVINGS BANK.

*Chap. 323*

*Be it enacted, &c., as follows:*

SECTION 1. Cyrus Wakefield, Daniel Allen and M. S. Southworth, their associates and successors, are hereby made a corporation by the name of The Wakefield Savings Bank, to be located in the town of Wakefield; with all the powers and privileges, and subject to all the duties, liabilities and restrictions set forth in all general laws which now are or may hereafter be in force applicable to savings banks and institutions for savings.

Corporators.

Name.

Powers and duties.

SECTION 2. This act shall take effect upon its passage.

*Approved May 26, 1869.*

AN ACT TO AUTHORIZE THE LYNN INSTITUTION FOR SAVINGS TO HOLD REAL ESTATE.

*Chap. 324*

*Be it enacted, &c., as follows:*

SECTION 1. The Lynn Institution for Savings, located in the city of Lynn, is hereby authorized to hold real estate to the amount of seventy-five thousand dollars: *provided*, that no part of said amount shall be invested in real estate, except in the purchase of a suitable site, and the erection or preparation of a suitable building, to be used for banking purposes; and all income, if any, arising from such real estate, shall be devoted exclusively to the interests of said corporation.

May hold \$75,000 in real estate.  
Proviso.

SECTION 2. This act shall take effect upon its passage.

*Approved May 26, 1869.*

AN ACT IN ADDITION TO AN ACT TO INCORPORATE THE BOSTON PROVIDENT ASSOCIATION.

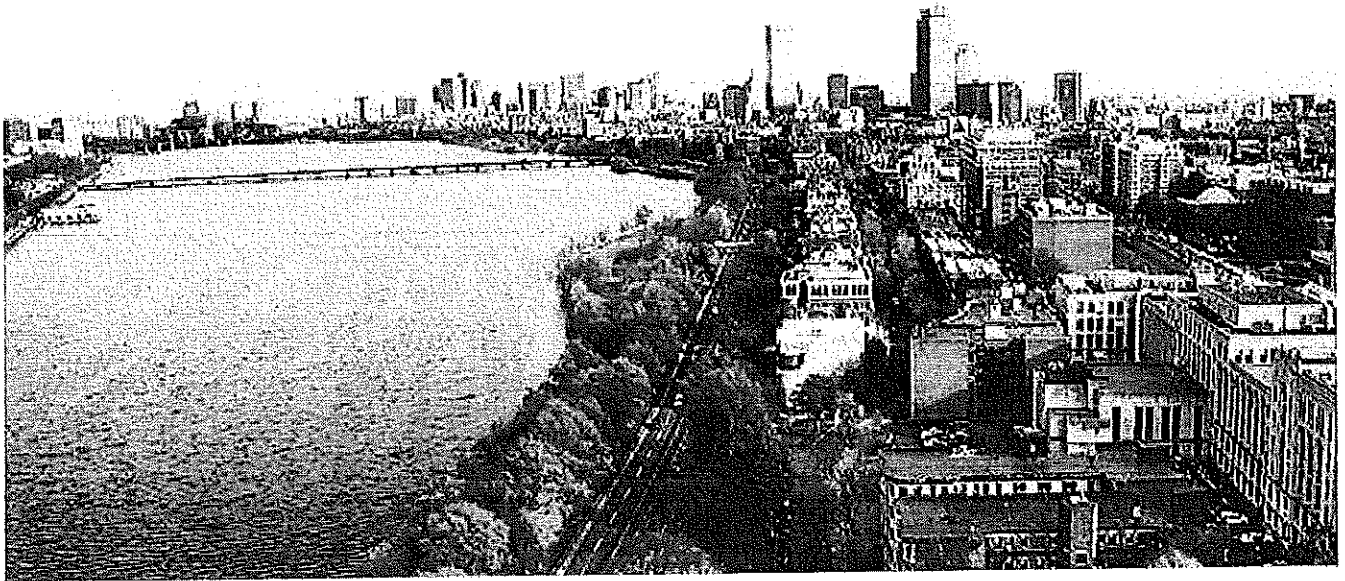
*Chap. 325*

*Be it enacted, &c., as follows:*

SECTION 1. The Boston Provident Association is hereby authorized to hold real and personal estate to the amount of one hundred thousand dollars, in addition to the amount it is now authorized to hold, by virtue of chapter three hundred and sixty-two, of the acts of the year one thousand eight hundred and fifty-four.

May hold \$100,000 additional real and personal estate.

## Boston University Trustees



# Charter, Statutes & By-Laws

## The Charter

### Acts of 1869, Chapter 322

COMMONWEALTH OF MASSACHUSETTS, In the year of our Lord one thousand eight hundred and sixty-nine.

AN ACT to Incorporate the Trustees of Boston University.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

**Section 1.** Isaac Rich, Lee Claflin, Jacob Sleeper, their associates and successors, are hereby constituted a body corporate by the name of the Trustees of Boston University, and they and their successors, and such as shall be duly elected members of said corporation, shall be and remain a body corporate by that name forever. And for the orderly conducting of the business of said corporation, the said trustees shall have power and authority, from time to time, as occasion may require, to elect a president, vice-president, secretary and treasurer, and such other officers of said corporation as may be found necessary, and to declare the duties and tenures of their respective offices; and also to remove any trustee from the said corporation, when in their judgment he shall be rendered incapable, by age or otherwise, of discharging the duties of his

office, or shall neglect or refuse to perform the same, and also to elect new members of said corporation. The number of members shall never be less than ten, nor greater than thirty, and their qualifications and term of service shall be fixed at the first meeting of the corporation.<sup>1</sup>

**Section 2.** The said corporation shall have full power and authority to determine at what times and places their meetings shall be held, and the manner of notifying the trustees to convene at such meetings; and also to establish boards of instruction in all departments of science and the arts, to elect a president of said university, and such professors, tutors, instructors, and other university officers as they shall judge for the interest thereof, and to determine the duties, salaries, emoluments, responsibilities and tenures of their respective offices. And the said corporation is further empowered to purchase or erect, and keep in repair, such houses and other buildings as they shall judge necessary for the said university; and also to make and ordain, as occasion may require, reasonable rules, orders and by-laws, not repugnant to the constitution and laws of this Commonwealth, with reasonable penalties for the good government of the said university, and for the regulation of their own body; and also to determine and regulate the courses of instruction in said university, and to confer degrees; but no degree shall be conferred except upon the recommendation of the appropriate faculty. In addition to the powers granted to the corporation by Massachusetts General Laws Chapter 180, the corporation shall have and may exercise the power specified in Section 9A of Massachusetts General Laws Chapter 156B, or any successor provision of similar import, and any other powers which the corporation may now or hereafter lawfully have and exercise.<sup>2</sup>

**Section 3.** The said corporation may have a common seal, which they may alter or renew at their pleasure, and all deeds sealed with the seal of said corporation, and signed by their order, shall, when made in their corporate name, be considered in law as the deeds of said corporation; and said corporation may sue and be sued in all actions, real, personal and mixed, and may prosecute the same to final judgment and execution by the name of the Trustees of Boston University; and said corporation may take and hold in fee simple, or any less estate, by gift, grant, devise, bequest or otherwise, any land, tenements, or other estate, real or personal; but the clear annual income of the same shall not exceed one hundred thousand dollars.<sup>3</sup>

**Section 4.** The clear rents and profits of all the estate, real and personal, of which said corporation shall be seized and possessed, shall be appropriated to the maintenance and endowment of said university, in such manner as shall most effectually promote virtue and piety, and learning in such of the languages and of the liberal and useful arts and sciences, as shall be recommended from time to time by the said corporation, they conforming to the will of any donor or donors in the application of any estate which may be given, devised or bequeathed for any particular object connected with the university.

**Section 5.** No instructor in said university shall ever be required by the trustees to profess any particular religious opinions as a test of office, and no student shall be refused admission to, or denied any of the privileges, honors or degrees of said university on account of the religious opinions which he may entertain; but this section shall not apply to the Theological Department of said university.

**Section 6.** The legislature of this Commonwealth may grant any further powers to, or alter, limit, annul or restrain any of the powers vested by this act in said corporation, as shall be found necessary to promote the best interests of said university, and more especially may appoint and establish overseers or visitors of the said university, with all necessary powers for the better aid, preservation and government of the same. To the fullest extent permitted by law, no trustee or officer shall be personally liable to the corporation or its members for monetary damages for or arising out of a breach of fiduciary duty as a trustee or officer.<sup>4</sup>

**Section 7.** This act shall take effect upon its passage.

May 26, 1869.

Approved,  
William Claflin, Governor.

<sup>1</sup>The last sentence of Section 1 was amended by Chapter 484 of the Acts of 1907, so as to read as follows: "The number of members shall never be less than ten, nor greater than fifty, and their qualifications and term of service may be fixed by the corporation." The last sentence of Section 1 was further amended by Articles of Amendment approved by the Board of Trustees of Boston University, effective October 16, 1987, so as to read as follows: "The number of members and their qualifications and term of service may be fixed by the corporation."

<sup>2</sup>The last sentence of Section 2 was added by Articles of Amendment approved by the Board of Trustees of Boston University, effective July 29, 1994.

<sup>3</sup>Amended by Chapter 76 of the Acts of 1890, by striking out the words "but the clear annual income of the same shall not exceed one hundred thousand dollars" and inserting in place thereof the following: "provided, however, that nothing herein contained shall be construed to give the said corporation any claim to greater exemption from taxation than it now has under the constitution and laws of this Commonwealth."

<sup>4</sup>The last sentence of Section 6 was added by Articles of Amendment approved by the Board of Trustees of Boston University, effective July 29, 1994.

## The Statutes

### Acts of 1871, Chapter 151

AN ACT to Authorize the Boston Theological Seminary and the Trustees of Boston University to Unite.

Be it enacted by the Senate and House of Representatives in General Court assembled and by the Authority of the same, as follows:

**Section 1.** The Boston Theological Seminary is hereby authorized and empowered to transfer to the Trustees of Boston University, upon such terms and conditions as shall be fixed and agreed upon by said corporations, the school hitherto maintained by said Boston Theological Seminary,



and all the powers, rights, privileges, franchises, property, claims, trusts, and estates, appertaining in law or in equity to said Boston Theological Seminary.

**Section 2.** When such transfer shall have been agreed upon by the two corporations aforesaid, in meetings duly called to act upon that subject, and a certificate thereof signed by the presidents of such corporations shall have been filed in the office of the secretary of the Commonwealth, the Trustees of Boston University shall thereupon take and enjoy all the powers, rights, privileges, franchises, property, claims, trusts, and estates appertaining in law or in equity to said Boston Theological Seminary, subject to all duties, restrictions and liabilities belonging thereto and said Boston Theological Seminary shall thereafter remain a corporation only for the purpose of executing all such transfers, assignments, and conveyances as may be deemed necessary to vest all such rights, property, claims and estates in the Trustees of Boston University, and for the purpose also of receiving any gifts, devises and bequests that may have been made to it by will or otherwise, and transferring the same as aforesaid.

**Section 3.** This act shall take effect upon its passage.

*Approved March 30, 1871.*

### **Acts of 1874, Chapter 276**

AN ACT to Authorize the New England Female Medical College and the Trustees of Boston University to Unite.

Be it enacted by the Senate and House of Representatives in General Court assembled and by the Authority of the same, as follows:

**Section 1.** The New England Female Medical College may transfer to the Trustees of Boston University, upon such terms and conditions as shall be fixed and agreed upon by said corporations, the school hitherto maintained by said New England Female Medical College, and all the powers, rights, privileges, franchises, property, claims, trusts, and estates, appertaining in law or in equity to said New England Female Medical College.

**Section 2.** When such transfer has been agreed upon by the two corporations aforesaid, in meetings duly called to act upon that subject, and duly executed, and a certificate thereof signed by the presidents of such corporations has been filed in the office of the secretary of the Commonwealth, the Trustees of Boston University shall thereupon take and enjoy all the powers, rights, privileges, franchises, property, claims, trusts, and estates appertaining in law or in equity to said New England Female Medical College, subject to all duties, restrictions and liabilities belonging thereto, and said New England Female Medical College shall thereafter remain a corporation only for the purpose of executing all such transfers, assignments, and conveyances as are deemed necessary to vest all such rights, property, claims and estates in the Trustees of Boston University, and for the purpose also of receiving any gifts, devises and bequests that may have been made to it by will or otherwise, and transferring the same as aforesaid.

**Section 3.** This act shall take effect upon its passage.

*Approved May 29, 1874.*

### **Acts of 1890, Chapter 76**

AN ACT to Enlarge the Power of the Trustees of Boston University to Hold Property Without Additional Exemption from Taxation.

Be it enacted by the Senate and House of Representatives in General Court assembled and by the Authority of the same, as follows:

Section three of Chapter three hundred and twenty-two of the Acts of the year one thousand eight hundred and sixty-nine is hereby amended by striking out the last two lines thereof, "but the clear annual income of the same shall not exceed one hundred thousand dollars," and inserting in the place thereof the following: "provided, however, that nothing herein contained shall be construed to give the said corporation any claim to greater exemption from taxation than it now has under the constitution and laws of this Commonwealth,"—so that said section shall read as follows:

**Section 3.** The said corporation may have a common seal, which they may alter or renew at their pleasure, and all deeds sealed with the seal of said corporation, and signed by their order, shall, when made in their corporate name, be considered in law as the deeds of said corporation, and said corporation may sue and be sued in all actions, real, personal and mixed, and may prosecute the same to final judgment and execution by the name of the Trustees of Boston University; and said corporation may take and hold in fee simple, or any less estate, by gift, grant, devise, bequest or otherwise, any land, tenements, or other estate, real or personal:—provided, however, that nothing herein contained shall be construed to give the said corporation any claim to greater exemption from taxation than it now has under the constitution and laws of this Commonwealth.

*Approved March 6, 1890.*

### **Acts of 1907, Chapter 484**

AN ACT relative to the Trustees of Boston University.

Be it enacted by the Senate and House of Representatives in General Court assembled and by the Authority of the same as follows:

**Section 1.** Section one of Chapter three hundred and twenty-two of the Acts of the year eighteen hundred and sixty-nine is hereby amended by striking out the last sentence, namely, "The number of members shall never be less than ten, nor greater than thirty, and their qualifications and term of service shall be fixed at the first meeting of the corporation," and by inserting in place thereof the following: "The number of members shall never be less than ten, nor greater than fifty, and their qualifications and term of service may be fixed by the corporation"—so as to read as follows: "Section 1. Isaac Rich, Lee Claflin, Jacob Sleeper, their associates and successors, are hereby constituted a body corporate by the name of the Trustees of Boston University and they and their successors, and such as shall be duly elected members of said

corporation, shall be and remain a body corporate by that name forever. And for the orderly conducting of the business of said corporation, the said trustees shall have power and authority, from time to time, as occasion may require, to elect a president, vice-president, secretary, and treasurer, and such other officers of said corporation as may be found necessary, and to declare the duties and tenures of their respective offices, and also to remove any trustee from the said corporation, when in their judgment he shall be rendered incapable, by age or otherwise, of discharging the duties of his office, or shall neglect or refuse to perform the same, and also to elect new members of said corporation. The number of members shall never be less than ten, nor greater than fifty, and their qualifications and term of service may be fixed by the corporation."

**Section 2.** This act shall take effect upon its passage.

*Approved June 7, 1907.*

## **Acts of 1935, Chapter 166**

AN ACT authorizing the Trustees of Boston University to make Contracts to pay Annuities and Validating Certain Contracts already made by Said Corporation.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

**Section 1.** The Trustees of Boston University, a corporation established by law in this commonwealth, may, in consideration of the receipt of funds to be devoted to the purposes for which it is incorporated, bind itself to pay fixed yearly sums in one or more payments each year to such person or persons as may be agreed upon, for a term of years or for the life of such person or persons.

**Section 2.** Any such contracts made by said corporation prior to the effective date of this act, insofar as they are illegal for want of authority to make the same, are hereby validated.

*Approved April 15, 1935.*

## **The By-Laws**

*(As amended through December 2, 2021)*

### **Article I**

#### **The Corporation Trustees**

**Section 1.** Membership. The Members of the Corporation shall be the Trustees. The number of Trustees shall never be less than twenty-five and may be as many as shall be elected by the Board of Trustees. The President of the University, the Chairman of the University Advisory Board, and the Chair of the Faculty Council shall each serve as a Trustee during his or her term of office, subject to the approval of the Board of Trustees.

**Section 2. Qualification.** Trustees shall be elected by written ballot of the Board of Trustees at any regular meeting, or at any special meeting the call for which includes notice of the election. Election shall be the only qualification for membership, provided that no full-time employee of the University, receiving compensation from the University, with the exception of the President or the Chair of the Faculty Council, may be a Trustee.

**Section 3. Term of Office.** The term of office of any Trustee, except that of the President of the University, the Chairman of the University Advisory Board and the Chair of the Faculty Council, shall be one to three years, as the Board of Trustees shall determine. Any Trustee may be re-elected for an immediately succeeding term, subject to a limit of fourteen consecutive years of service; provided, however, that any Trustee then serving as the Chairman of the Board shall continue to serve as a Trustee for so long as he or she serves as Chairman pursuant to the provisions of Section 1 of Article II of these By-Laws. Any Trustee who has served for the number of consecutive years specified in the preceding sentence may be re-elected following a one-year absence from the Board. In exceptional circumstances that create a need for special service, an individual may be elected as a non-voting Trustee, with such special duties and responsibilities as the Trustees may assign, during such one-year absence. Any Trustee, including any ex officio Trustee, may be removed from office with or without cause by the Board of Trustees at any regular meeting, or at any special meeting the call for which includes notice thereof.

**Section 4. University Advisory Board.** There shall be an advisory body known as the University Advisory Board, consisting of no more than fifty members elected by the Board of Trustees and having such rights, powers and duties as may be assigned from time to time by the Board of Trustees. At any regular meeting, or at any special meeting the call for which includes a notice of election, the Board of Trustees may elect one or more members of the University Advisory Board. The term of office of a member of the University Advisory Board shall be one to three years, as the Board of Trustees shall determine. Any member of the University Advisory Board may be re-elected for an immediately succeeding term, subject to a limit of ten consecutive years of service. Any member of the University Advisory Board who has served for ten consecutive years may be re-elected following a one-year absence from the Board. Any member of the University Advisory Board may be removed from office with or without cause by the Board of Trustees at any regular meeting, or at any special meeting the call for which includes notice thereof. The Board of Trustees shall elect annually a Chairman and Vice Chairman of the University Advisory Board. Any vacancy in either of said offices may be filled by the Board or the Executive Committee (subject to ratification by the Board at its next meeting) for the remainder of the term.

**Section 5. Trustees Emeriti.** At any regular meeting, or at any special meeting the call for which includes a notice of election, the Board of Trustees may elect one or more Trustees Emeriti who, in the judgment of the Board of Trustees, have provided distinguished and meritorious service, outstanding leadership, and exceptional contributions to Boston University over a period of years. Trustees Emeriti shall have such rights, powers and duties as may be assigned from time to time by the Board of Trustees. The term of office of a Trustee Emeritus shall end with the Annual Meeting which coincides with or next follows the third anniversary of his or her election. Any Trustee Emeritus may be re-elected for an immediately succeeding term.

## Article II

### Officers

**Section 1. Officers.** The Board of Trustees shall elect annually a Chairman, one or more Vice Chairmen, a Treasurer, and a Secretary of the Corporation. Each such officer, with the exception of the Treasurer and the Secretary, shall be subject to a limit of six (or, should the Board of Trustees in its discretion determine that circumstances so warrant, up to a maximum of eight) consecutive years of service in that position. An officer who has served for the number of consecutive years specified in the preceding sentence may be re-elected following a one-year absence from the position in question. Vacancies in said offices may be filled by the Board of Trustees or the Executive Committee (subject to ratification by the Board at its next meeting) for the remainder of the term. Election shall be by written ballot if any Trustee so requests. The President of the University shall serve as President of the Corporation during his or her term of office. There shall also be such Assistant Secretaries and Assistant Treasurers of the Corporation as the Corporation may elect, pursuant to the provisions of Sections 4 and 6 of this Article II of these By-Laws.

**Section 2. Chairman.** The Chairman, or in his or her absence a Vice Chairman, shall preside at all meetings of the Corporation. In case all are absent, a Chairman pro tempore shall be chosen by the Trustees present. The Chairman shall be ex officio a member of all committees of the Corporation.

**Section 3. Secretary.** The Secretary, who need not be a Trustee, shall be custodian of all records and papers, and of the common seal of the Corporation. He or she shall keep minutes of all the business transacted at each meeting of the Corporation, which minutes, after approval, shall be maintained as a permanent record, and shall do all other things properly pertaining to the office of Secretary.

**Section 4. Assistant Secretaries.** The Corporation may elect or re-elect for a term of one year, one or more Assistant Secretaries, who need not be Trustees, to whom the Secretary may delegate some or all of the powers and duties of the office.

**Section 5. Treasurer.** The Treasurer, who need not be a Trustee, may, except as limited by the Corporation, and as directed by the President, exercise all of the business powers of the Corporation, shall receive and disburse the funds of the Corporation, and shall invest them as authorized and directed by the Corporation, through its chief investment officer or otherwise. At each regular meeting of the Corporation, the Treasurer shall make, or cause to be made, a report on the financial condition of the Corporation. At the Annual Meeting of the Board of Trustees he or she shall present an audit of the accounts of the Corporation prepared by an independent certified public accountant. The Treasurer shall execute and deliver to the Corporation such bond as may be required.

**Section 6. Assistant Treasurers.** The Corporation may elect or re-elect for a term of one year, one or more Assistant Treasurers, who need not be Trustees, to whom the Treasurer may delegate

some or all of the powers and duties of the office. They shall execute and deliver to the Corporation such bonds as may be required.

**Section 7. Execution of Documents.** The Chairman, the President, the Treasurer and any Assistant Treasurer so authorized shall have power to sign all documents on behalf of the Corporation.

## **Article III**

### **Committees**

#### **Section 1. Executive Committee.**

(A) The Executive Committee shall be composed of the President, the Chairman and Vice Chairmen of the Board of Trustees, the chairmen of each of the standing committees of the Board, each of the Treasurer and the Secretary when he or she is a Trustee, and no more than three Trustees elected annually by the Board who may serve on the Committee for a maximum of two consecutive years and who may be re-elected following a one-year absence from the Committee. The Chairman of the Board of Trustees shall be the Chairman of the Executive Committee, and the Secretary of the Board of Trustees shall be the Secretary of the Executive Committee. The Executive Committee may hold regular meetings without notice at such times and places as its members may from time to time determine, provided that any member who is absent when such determination is made shall be given notice of the determination. Special meetings of the Executive Committee may be held at such time and place as may be designated in a call by the President or the Chairman. A majority of the Executive Committee shall constitute a quorum. Each Trustee shall be provided summary minutes of each meeting of the Executive Committee.

(B) Except as otherwise provided by law or reserved by these By-Laws to the Board of Trustees, the Executive Committee may exercise all powers of the Corporation and delegate to other committees such of its powers and duties as it deems appropriate.

(C) The President shall prepare an agenda for each meeting of the Executive Committee.

**Section 2. Other Committees.** The Corporation may establish such other standing and ad hoc committees with such powers and duties as it deems appropriate for the transaction of its business. Each committee shall have such members, including non-Trustee members without vote, as the Corporation shall determine. The chairman of each committee shall be elected annually by the Board and shall be subject to a limit of six (or, should the Board of Trustees in its discretion determine that circumstances so warrant, up to a maximum of eight) consecutive years of service in that position. A committee chairman who has served for the number of consecutive years specified in the preceding sentence may be re-elected following a one-year absence from the chairmanship. Vacancies in said office may be filled by the Board of Trustees or the Executive Committee (subject to ratification by the Board at its next meeting) for the remainder of the term.

**Section 3.** Consent in Lieu of Meeting; Telephone Conference Meetings. In addition to any other method permitted by law, any committee of the Corporation, including the Executive Committee, may take any action by unanimous written consent in lieu of a meeting and by means of a meeting conducted using a conference telephone or similar communications equipment.

**Section 4.** Executive Session and Recusal. Any committee may at any time, upon the determination of the chairman or vote of the committee, meet in executive session without the presence of persons who are not members of the committee. In addition, the chairman may excuse from participation in any matter any ex officio committee member who is also a University employee or any non-voting committee member when the chairman, in his or her discretion, determines that the presence of such person may present a conflict of interest or otherwise compromise the committee's consideration of such matter. At least four times each year, the Executive Committee shall meet in executive session without the presence of any University employee.

## **Article IV**

### **University Administration**

**Section 1.** President. The President of the University is the official head of its educational and administrative programs and shall be elected by the Board of Trustees to hold office at its pleasure. The President shall supervise and direct the management of the University, may, except as limited by the Corporation, exercise all of the business powers of the Corporation, have general oversight of all courses of study and research in the several Schools and Colleges and of the general academic work of the University, be Chairman of all Faculties and of the University Faculty, and be ex officio a member of all committees of the Corporation except the Audit Committee. The President shall prepare an annual budget for presentation to the Board of Trustees. After the adoption of the budget by the Board of Trustees, the President may approve supplemental items of income and expense in accordance with the Trustees' budget policy, and shall from time to time inform the Corporation of such changes.

**Section 2.** Other Officers of Administration. Vice Presidents and Provosts shall be appointed by the Corporation upon the recommendation of the President and shall serve at his or her pleasure with such powers and duties as may be assigned to them by the President.

**Section 3.** Deans. A Dean shall be appointed for each School or College by the Corporation upon the recommendation of the President and shall serve at his or her pleasure.

**Section 4.** Faculties. Following the process specified in the Faculty Handbook, all faculty appointments shall be approved by the President and reported to the Corporation.

Faculty members shall carry out teaching, research and other duties as shall be approved by the Chairman of their department, the Dean of their School or College and the Provost.

## **Article V**



### **Miscellaneous Provisions**

**Section 1. Power to Acquire, Mortgage or Convey Real Estate.** The power of the Corporation to acquire, mortgage or convey real estate shall be exercised by the Board of Trustees or the Executive Committee upon the recommendation of the President, provided, however, that the Board of Trustees or the Executive Committee may delegate limited authority to the President, Treasurer, Assistant Treasurers, and Real Estate Committee, specifying the extent of the authority so delegated.

**Section 2. Indemnification of Trustees, Officers and Others.** To the fullest extent permitted by law, the Corporation shall indemnify and hold harmless its current and former Trustees, Officers, employees and other agents and persons who serve at its request as directors, officers, employees or other agents of another organization against all liabilities, losses, costs and reasonable expenses asserted against or incurred by them in the payment, settlement and defense of claims, actions or proceedings brought against them in such capacity or arising out of their status as such, provided, however, that if the Corporation determines in its discretion that an employee or other agent or a person who serves at the Corporation's request as a director, officer, employee or other agent of another organization has acted willfully, recklessly, with gross negligence, or in violation of his or her duties to the Corporation or of University or public policy, indemnification shall be provided only to such extent and under such conditions as the Board of Trustees, the Executive Committee, the President, or the Treasurer may authorize as a matter of discretion.

## **Article VI**

### **Meetings of the Board of Trustees**

**Section 1. Regular Meetings.** There shall be three or more regular meetings of the Board of Trustees each year at such places and times as the President may designate. One of the meetings shall be the Annual Meeting and shall be held between September 1 and December 1.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees may be called at any time by the President, the Chairman, or one-third of the Trustees, to be held at such places and times as stated in the calls to the meetings. No business may be transacted at a special meeting of the Board of Trustees other than that stated in the call to the meeting.

**Section 3. Notices and Minutes.** Notice of each meeting of the Board of Trustees shall be sent to each Trustee at least seven days before the time of the meeting, and the notice of a special meeting shall state the object for which it is called. Each Trustee shall be provided summary minutes of each meeting of the Board of Trustees.

**Section 4. Quorum.** A majority of the Trustees shall constitute a quorum at all meetings of the Board of Trustees.

**Section 5. Order of Business.** The President shall prepare an agenda for each meeting of the Board of Trustees.

**Section 6. Consent in Lieu of Meeting; Telephone Conference Meetings.** The Board of Trustees may take any action by unanimous written consent in lieu of a meeting. Further, the Executive Committee may decide that a meeting shall be conducted using a conference telephone or similar communications equipment in circumstances when there are actions that should be voted on by the Board and the Committee determines that holding a remote meeting is in the best interest of the University.

**Section 7. Executive Session and Recusal.** The Board of Trustees may at any time, upon the determination of the Chairman or vote of the Board, meet in executive session without the presence of persons who are not members of the Board. In addition, the Chairman may excuse from participation in any matter any ex officio Trustee who is also a University employee when the Chairman, in his or her discretion, determines that the presence of such person may present a conflict of interest or otherwise compromise the Board's consideration of such matter. At least once each year, the Board of Trustees shall meet in executive session without the presence of any University employee.

**Section 8. Guests.** Ordinarily, the President of the Boston University Alumni Association and the senior leadership of the University will be invited by the Chairman and the President to attend meetings of the Board of Trustees except when the Board meets in executive session.

## Article VII

### The University

**Section 1. Academic Governance.** The Faculty Assembly shall speak for the faculty on matters affecting the academic and professional concerns of the faculty of two or more Schools or Colleges of the University, and it shall act through its elected representatives who serve on the Faculty Council. The University Council shall be responsible for developing, reviewing, and recommending to the President action on such academic matters as may be referred to it by the President, the Provost, or the Chair of the Faculty Council. The Faculty Assembly, Faculty Council, and University Council shall operate in accordance with constitutions that are subject to the approval of the Board of Trustees.

**Section 2. Courses of Instruction.** Schools, Colleges, and degree-granting programs shall be established by the Corporation upon the recommendation of the President. The academic requirements of and courses of instruction in a School, College or degree-granting program shall be prescribed by its faculty, subject to the approval of the Dean, Provost, and President. The academic requirements of and courses of instruction comprising any University-wide undergraduate academic programs shall be prescribed by the University Council, subject to the approval of the Provost and President. The President shall report to the Corporation on all significant programmatic and structural changes in the Schools, Colleges, and degree-granting programs.

**Section 3. Promotion to Degrees.** The Corporation, under the limitations imposed by the Charter, shall, on the nomination of the President, promote to degrees candidates who have been recommended by the appropriate faculty and Dean.

**Section 4. Honorary Degrees.** The Corporation, upon the recommendation of the President and a Committee on Honorary Degrees appointed by the President, may grant honorary degrees.

## **Article VIII**

### **Associate Founders and Memorials**

**Section 1. Associate Founders.** The Corporation may from time to time establish levels of philanthropy the attainment of which will qualify the donor for election, at the discretion of the Trustees, as an Associate Founder. The names of Associate Founders shall be published before the list of Trustees in publications of the University which carry the list of Trustees.

**Section 2. Memorials.** Memorials that entail the naming of University facilities or a permanent endowment must be approved by the President and the Corporation.

## **Article IX**

### **Changes in the By-Laws**

The By-Laws may be altered or amended at any meeting of the Board of Trustees by an affirmative vote of not less than two-thirds of the Trustees present. The full text of a proposed amendment shall be sent to the Trustees at least seven days before the date of the meeting at which action thereon is to be taken.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797  CN102324432-BU-GAUPF-22-23	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> TRUSTEES OF BOSTON UNIVERSITY C/O RISK MANAGEMENT 25 BUICK STREET, ROOM #130 BOSTON, MA 02215	INSURER A : Pinnacle Consortium of Higher Ed VT RRRG		11980
	INSURER B : N/A		N/A
	INSURER C : N/A		N/A
	INSURER D :		
	INSURER E :		
		INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

CLE-006633950-06

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCHE2022-17	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Host Liquor Liability is included in General Liability subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

WBUR 890 Commonwealth Ave Boston, MA 02215	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Marsh USA Inc.</i>

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## TOWN OF BROOKLINE

## CHANGE OF MANAGER'S APPLICATION

ALL PROPOSED MANAGERS ARE REQUIRED TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY OF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND MANAGER.

<b>1. LICENSEE INFORMATION:</b>			
Legal Name of Licensee:	WBUR Cityspace		Business Name (dba): WBUR Cityspace
Address:	890 Commonwealth Ave		
City/Town:	Brookline	State: MA	Zip: 02215
ABCC License Number:	BOHF - 19 - 0790		Phone Number of Premises: 617.358.8672
<b>2. MANAGER INFORMATION:</b>			
A. Name:	Jonathan Webster		B. Cell Phone Number: [REDACTED]
C. List the number of hours per week you will spend on the licensed premises:			Will not be on site
<b>3. CITIZENSHIP INFORMATION:</b>			
A. Are you a U.S. Citizen: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		B. Date of Naturalization: [REDACTED]	
C. Court of Naturalization: [REDACTED]			
(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)			
<b>4. BACKGROUND INFORMATION:</b>			
A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, please describe: [REDACTED]			
B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that have been suspended, revoked or cancelled?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, please describe: [REDACTED]			
C. Have you ever been the Manager of record of a license that was issued by this Commission?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, please describe: [REDACTED]			
D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone):			
June 2005 - Jan 2019, Senior Director, Caltech Dining: 1200 E. California Blvd, 91125			
Feb 2019 - May 2021, RDM, Bon Appetit at NBCU/DreamWorks: 10 Universal City Plaza, 91608			
June 2021 - July 2022, Exec Director: Syracuse University Hospitality: 900 S. Crouse Ave, 13244			
Aug 2022 - present, VP Operations: Aramark at Boston University: 700 Commonwealth Ave, 02215			

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature: Jonathan Webster Date: 12.15.2022

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: LiquorNAME: Jonathan Webster

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Pasadena, CAFATHER'S NAME: Wendell Webster MOTHER'S MAIDEN NAME: Mary LyleARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_ARE YOU A VETERAN: YES ☐ NO ☒

## RESIDENCES FOR LAST FIVE YEARS

DATE: 10/2022 - Present LOCATION: [REDACTED]DATE: 8/2022 - 10/2022 LOCATION: [REDACTED]DATE: 12/2021 - 7/2022 LOCATION: [REDACTED]DATE: 6/2021 - 12/2021 LOCATION: [REDACTED]DATE: 9/2018 - 5/2021 LOCATION: [REDACTED]DATE 12/2017 - 9/2018: LOCATION: [REDACTED]

**EDUCATION**

DATE: 9/2001 - 5/2005 LOCATION: College of Wooster: Wooster, Ohio

DATE: 2007 - 2009 LOCATION: University of Redlands: Pasadena, CA

DATE: LOCATION:

DATE: LOCATION:

**EMPLOYMENT HISTORY**

DATE: 6/2005 - 1/2019 LOCATION: Caltech POSITION Senior Director of Dining

DATE: 2/2019 - 5/2021 LOCATION: Bon Appetit Management POSITION RDM NBCU/DreamWorks

DATE: 6/2021 - 7/2022 LOCATION: Syracuse University POSITION E.D. Hospitality

DATE: 8/2022 - present LOCATION: Aramark POSITION V.P. Ops @ B.U.

DATE: LOCATION: POSITION

SIGNATURE: Jonathan Webster DATE: 12.15.2022

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**





JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(OF EXISTING LICENSE)</small>	LICENSEE NAME: Trustees of Boston University	CITY/TOWN: Boston
--	--	-------------------

**APPLICANT INFORMATION**

LAST NAME: Webster	FIRST NAME: Jonathan	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Pasadena, California	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Lyle	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 6 4	WEIGHT: 185
		EYE COLOR: brown
CURRENT ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP: 02129
FORMER ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP: 02215

**PRINT AND SIGN**

PRINTED NAME: Jonathan Webster	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

**NOTARY INFORMATION**

On this 16th day of November before me, the undersigned notary public, personally appeared Jonathan Webster  
(name of document signer), proved to me through satisfactory evidence of identification, which were known to me  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Ruth Martinho  
NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



November 28, 2022

Matthew Brewer  
Controller  
California Institute of Technology  
1200 E. California Bl, MC 225-6  
Pasadena, CA 91125

Dear Sir or Madam:

I am writing this reference in my personal capacity for Jonathan Webster, who, along with his employer, Aramark is applying for a liquor license as part of Aramark's relationship with Boston University.

Jonathan and I are former colleagues and personal friends. During his time at California Institute of Technology, Jonathan led our foodservice efforts in a safe and responsible manner, with a focus on building community. Jonathan conducts himself professionally and operates within legal and institutional frameworks.

During his Caltech tenure and after, Jonathan has served his community as a board member for Friends in Deed, a local homeless outreach and food pantry nonprofit. After seeing the concerning rise in homelessness on our local bike ride routes, Jonathan recruited me to co-organize (and ride, for 135 miles!) a charity bike ride that raised over \$10,000 for Friends In Deed.

I am confident in saying that Jonathan would treat his responsibilities under any potential liquor license with the utmost care and respect.

Thank you for your consideration. I would be happy to answer any further questions and may be reached at 626-676-3688.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Matthew Brewer".

Matthew Brewer



MICHAEL BEKOLAY  
Tel: 214.213.5653  
[Michael@VenueHospitalitySolutions.com](mailto:Michael@VenueHospitalitySolutions.com)  
[www.VenueHospitalitySolutions.com](http://www.VenueHospitalitySolutions.com)

November 30, 2022

Dear Sir or Madam,

I am writing this reference for Jonathan Webster who is applying for a liquor license.

I am the founder and CEO of Venue Hospitality Solutions LLC, a private consulting practice specializing in foodservice and hospitality management. We are located in Weston, Florida 33327. Jonathan has been both a client and professional colleague for three years and during that time was an exemplary and responsible leader.

During our time collaborating on various projects, I found him to be highly intelligent, punctual, efficient, and calm under the stress of pressure. In his leadership role, Jonathan always had responsible alcohol management as a guiding principle and mentored his team members to do the same.

Additionally, Jonathan is a cheerful, friendly, and business-minded individual. I was sorry to see him leave his previous role where we collaborated together, but I know that he will make an excellent leader and mentor for his new team.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Michael Bekolay", with a stylized flourish at the end.

Michael Bekolay  
Founder CEO, Venue Hospitality Solutions LLC.

Dear Sir or Madam,

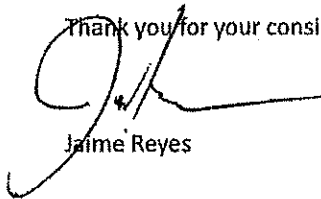
I am writing this reference for Jonathan Webster, who (along with his employer, Aramark) is applying for a liquor license as part of Aramark's relationship with Boston University.

I am the Director of Dining services at Caltech, an establishment in Pasadena, California. Jon was a previous Director while I was his General Manager in the Dining services Department for around 10 years and during that time; he was an exemplary and responsible employee.

During Jon's time as an employee, I found him to be punctual, efficient, and calm under the stress of pressure. He was a very responsible employee and followed all the rules and regulations.

Additionally, Jon is a cheerful, friendly, and business-minded individual. I was sorry to see him go, but he will make an excellent owner and manager for his new establishment.

Thank you for your consideration,



Jaime Reyes



TRUSTEES OF BOSTON UNIVERSITY  
SECRETARY'S CERTIFICATE OF AUTHORITY  
REGARDING ALCOHOLIC BEVERAGE LICENSES

I, Erika Geetter, hereby certify that I have been duly elected to and now hold the office of Secretary of Trustees of Boston University (the "University"), a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts. I also hold the office of Vice President and General Counsel of the University. I further certify as follows:

The University has approved the submittal of the application for multiple amendments to the City of Boston and the Massachusetts Alcoholic Beverages Control Commission for change of manager and one officer under the University's alcoholic beverage license with the Town of Brookline LICA-19-0491.

The University has appointed Jonathan Webster, Liquor License Manager, as its manager of record for License Number LICA-19-0491, and has granted him with full authority and control of the premises described in the University's alcoholic beverage license LICA-19-0491, and authority and control of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.

Gary W. Nicksa has been duly elected to and now holds the office of Treasurer of the University.

The University has approved the authorization of Gary W. Nicksa, Treasurer of the University, to sign the application for change of manager and one officer in the name of Trustees of Boston University and to execute on its behalf any necessary papers, and do all things required relative to the University's alcoholic beverage license.

IN WITNESS WHEREOF, I hereto set my hand this 3<sup>rd</sup> day of October, 2022.

A handwritten signature in cursive script that reads "Erika Geetter".

Erika Geetter  
Secretary



**STATE TAX VERIFICATION FORM**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Gary W. Nicksa  
**\*Signature of Individual**

Gary W. Nicksa, Senior VP and Treasurer

**By: Corporate Officer**

[Redacted]

Trustees of Boston University

**\*\* Social Security #**

**Voluntary or Federal ID #**

**\*This license will not be issued unless this certification clause is signed by the applicant.**

**\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

<input type="checkbox"/>	Applicant - Position: _____	Department/License: _____
<input type="checkbox"/>	Volunteer - Position: _____	Department: _____
<input type="checkbox"/>	Employee - Position: _____	Department: _____
<input checked="" type="checkbox"/>	Contractor - Company Name: <u>Aramark at Boston University</u>	

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Jonathan Webster  
 Applicant/Employee/Volunteer/Contractor Signature

12.15.2022  
 Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Webster First Name: Jonathan MI: F  
 Current Address: \_\_\_\_\_  
 Former Address(es): \_\_\_\_\_  
 Maiden Name or Alias (if Applicable): \_\_\_\_\_ Place of Birth: Pasadena, CA  
 Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_  
 Sex: M Height: 6 ft. 4 in. Race: white Eye Color: Brown  
 State Driver's License Number (Include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Mary Lyle Father's Name: Wendell Webster

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued Identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_



MASSACHUSETTS

DRIVER'S  
LICENSE

NOT FOR FEDERAL ID



Colleen J. Gilman REGISTRAR

1 WEBSTER  
2 JONATHAN FRANCIS

9 CLASS 12 REST B 9a END NONE





*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*



**Certificate of Completion**

*This certifies that*

Webster Jonathan

*Successfully completed the Crowd Manager Training Program*  
*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date issued: November 23, 2022

Expires: November 23, 2025  
Certificate #: WLb8tzCJZsOH898

**Peter Ostroskey**  
State Fire Marshal



A 360TRAINING COMPANY

## CERTIFICATE OF COMPLETION

This certifies that

**Jonathan Webster**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**



Hours  
3.00



Completion Date  
11/23/2022



Expiration Date  
11/22/2025



Certificate #  
ON-000027214424

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78748 | 877.881.2235 | [www.360training.com](http://www.360training.com)

(CUT HERE)

(CUT HERE)



Issued: 11/23/2022

Certificate #: ON-000027214424

Jonathan Webster

775 Commonwealth Ave

Boston

MA 02215

**CERTIFIED**

Expires: 11/22/2025



Phone: 800-438-8477

[www.gettips.com](http://www.gettips.com)

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_

**CONTRACT FOR PROJECT MANAGEMENT SERVICES  
AMENDMENT NO. 10**

**WHEREAS**, the Town of Brookline (“Owner”) and LEFTFIELD, LLC, (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for OPM Services for the Driscoll Elementary School on March 25, 2019, “Contract”; and

**WHEREAS**, the scope of this work is summarized in the attached LeftField Fee Proposal Letter; and

**WHEREAS**, Contract amendment No. 1 was approved by the Town of Brookline on January 3, 2020; and

**WHEREAS**, Contract amendment No. 2 was approved by the Town of Brookline on April 8, 2020; and

**WHEREAS**, Contract amendment No. 3 was approved by the Town of Brookline on July 8, 2020; and

**WHEREAS**, Contract amendment No. 4 was approved by the Town of Brookline on July 8, 2020; and

**WHEREAS**, Contract amendment No. 5 was approved by the Town of Brookline on December 8, 2020; and

**WHEREAS**, Contract amendment No. 6 was approved by the Town of Brookline on May 11, 2021; and

**WHEREAS**, Contract amendment No. 7 was approved by the Town of Brookline on June 8, 2021; and

**WHEREAS**, Contract amendment No. 8 was approved by the Town of Brookline on July 13, 2021; and

**WHEREAS**, Contract amendment No. 9 was approved by the Town of Brookline on November 8, 2021; and

**WHEREAS**, effective as of December 13, 2022, the parties wish to amend the contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Owner’s Project Manager to provide extended construction administration services and for the installation of Terrazzo beyond the contract construction timeframe in the amount of \$26,171.00, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Owner’s Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services shown below:

## 7.B.

Driscoll School Project  
Town of Brookline, MA

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
Schematic Design Phase:	\$34,015.00	\$0	\$ 0	\$ 34,015.00
Design Development Phase:	\$ 0	\$ 429,575	\$ 0	\$ 429,575.00
Construction Documents Phase:	\$ 0	\$ 524,441.00	\$ 0	\$ 524,441.00
Bidding Phase:	\$ 0	\$ 188,436.00	\$ 0	\$ 188,436.00
Construction Phase:	\$ 0	\$1,989,628.00	\$ 26,171.00	\$2,015,799.00
Completion Phase:	\$ 0	\$ 50,010.00	\$ 0	\$ 50,010.00
Advertising & Printing	\$ 0	\$ 588.59	\$ 0	\$ 588.59
Reimbursable Services	\$ 0	\$ 67,823.42	\$ 0	\$ 67,823.42
Cost Estimates	\$ 0	\$ 42,900.00	\$ 0	\$ 42,900.00
<b>Total Fee</b>	<b>\$34,015.00</b>	<b>\$3,293,402.01</b>	<b>\$ 26,171.00</b>	<b>\$3,353,588.01</b>

This Amendment is for the extension of LeftField's Construction Administration services due to the change from VCT to Terrazzo and the related extension of the construction beyond the contract timeframe.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$99,563,170</u>

4. The Project Schedule shall be as follows:

Original Schedule: (Building; Site)	<u>January 2023; August 2023</u>
Amended Schedule:	<u>January 2024; September 14, 2024</u>

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as

## 7.B.

Driscoll School Project  
Town of Brookline, MA

amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Town of Brookline, and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**  
TOWN OF BROOKLINE

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

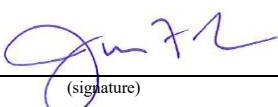
By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**OWNER'S PROJECT MANAGER:**  
LEFTFIELD, LLC

James F. Rogers, Jr.  
(print name)

Principal  
(print title)

By:   
(signature)

Date: December 13, 2022



December 13, 2022

Mr. Tony Guigli  
Project Manager  
Town of Brookline  
Building Department  
333 Washington Street  
Brookline, MA 02445

Re: Michael Driscoll School Project  
Proposed Fee for Terrazzo Construction Administration Extension  
OPM Contract Amendment No. 10

Dear Mr. Guigli:

**LEFTFIELD's** fee proposal for managing and overseeing the terrazzo installation beyond the original construction contract timeframe. The fee increase is related to the project duration extension due to the change from VCT to Terrazzo in several areas on the first floor of the Driscoll School project.

The Driscoll School project has been extended from 8/1/24 to 8/16/24. This 2-week extension to the project will require an extension of LeftField's Construction Administration time on the project.

	<u>Task</u>	<u>Total</u>
LeftField	2-weeks Construction Administration	<u>\$26,171.00</u>
	Total:	\$26,171.00

The fee for the time extension will be transferred from Owner's Contingency Budget Line to the OPM – Construction Administration Budget Line.

main: 617-737-6400 fax: 617-217-2001  
101 federal street, Suite 1900, boston, ma 02110

owner project manager  
*owner representative* construction audits  
cost forecasting capital budgeting



The scope of OPM services for the tasks indicated will be provided for the fee indicated and will be as defined by Article 8 - Basic Services in the Contract for Project Management Services.

#### Additional Services

Extra Services are as defined in Article 9 of the Contract at the hourly rates provided in the contract, which may be adjusted annually in January of each year.


The Owners Project Manager shall be reimbursed for all other related additional costs, at cost plus ten percent (10%). No additional services will be provided without written authorization in advance of the work.

#### Reimbursable Expenses

All reimbursable expenses (i.e. communication, printing, travel, ordinary office supplies) are included in the above lump sum prices.

We look forward to continuing to work with the Town of Brookline on the Michael Driscoll School.

Sincerely,



James F. Rogers



December 13, 2022

Mr. Tony Guigli  
Project Manager  
Building Department  
333 Washington Street  
Brookline, MA 02445

Re: Michael Driscoll School Project  
Designer Services Contract Amendment No. 22

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 22 presented in Jonathan Levi Architects' Fee Proposal, dated November 1, 2022, for design and construction services for the change from VCT to terrazzo in select areas of the first floor of the Driscoll School. At the request of the Town, the terrazzo that was value engineered out of the project during the development of the GMP was added back into the project. JLA's fee proposal is for additional meetings, providing a new Terrazzo Bid Package and Construction Administration services for approving the mix design samples with PSB, for technical and design conformance of submittals, shop drawings and field inspections for the addition of the terrazzo. The cost for the JLA's services is \$12,500.00.

The scope of services are as requested by the Town of Brookline and the cost of the work aligns with the fee presented. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 22 for the total of \$12,500.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,

Lynn Stapleton, AIA, LEED AP B D + C

Cc: Jim Rogers, LeftField, LLC  
Adam Keane, LeftField, LLC  
Philip Gray, Jonathan Levi Architects

**CONTRACT FOR DESIGNER SERVICES  
AMENDMENT NO. 22**

**WHEREAS**, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

**WHEREAS**, the scope of this work is summarized in the attached Jonathan Levi Architects’ (JLA) Proposal, dated November 1, 2022, for the additional architectural work for the change from VCT to terrazzo; and

**WHEREAS**, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

**WHEREAS**, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

**WHEREAS**, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

**WHEREAS**, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

**WHEREAS**, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

**WHEREAS**, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

**WHEREAS**, Contract Amendment No. 8 was approved by the Town of Brookline on August 11, 2020; and

**WHEREAS**, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

**WHEREAS**, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

**WHEREAS**, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

**WHEREAS**, Contract Amendment No. 12 was approved by the Town of Brookline on April 13, 2021; and

**WHEREAS**, Contract Amendment No. 13 was approved by the Town of Brookline on September 14, 2021; and

**WHEREAS**, Contract Amendment No. 14 was approved by the Town of Brookline on September 14, 2021; and

**WHEREAS**, Contract Amendment No. 15 was approved by the Town of Brookline on October 12, 2021; and

**WHEREAS**, Contract Amendment No. 16 was approved by the Town of Brookline on October 12, 2021; and

**WHEREAS**, Contract Amendment No. 17 was approved by the Town of Brookline on November 9, 2021, and

**WHEREAS**, Contract Amendment No. 18 is being presented for approval by the Town of Brookline on December 13, 2021, and

**WHEREAS**, Contract Amendment No. 19 is being presented for approval by the Town of Brookline on December 14, 2021, and

**WHEREAS**, Contract Amendment No. 20 is being presented for approval by the Town of Brookline on February 8, 2022, and

**WHEREAS**, Contract Amendment No. 21 is being presented for approval by the Town of Brookline on September 13, 2022, and

**WHEREAS**, effective as of December 13, 2022, the parties wish to amend the contract, as amended:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 22 for the total value of \$12,500.00. This Amendment is based on JLA's Proposal, dated November 1, 2022 for additional Design and Construction Administration for the change to terrazzo. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services</b>		<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>Total of All Amendments</b>
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590
CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 -Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 5,500	\$ 0	\$ 5,500
CA #4 – HAZMAT Consulting	\$ 0	\$ 138,512	\$ 0	\$ 138,512
CA #5 – Geo-Environmental & Geotechnical, Subsurface	\$ 0	\$ 340,725	\$ 0	\$ 340,725
CA #6 – Utilities – Hydrant Flow Test	\$ 0	\$ 1,375	\$ 0	\$ 1,375

## 7.C.

Michael Driscoll Elementary School

Designer Contract Amendment No. 22

CA #7 – Supplemental Geo-Engineering & Geotechnical	\$ 0	\$ 50,050	\$ 0	\$ 50,050
CA #8 – Site Surveying	\$ 0	\$ 2,750	\$ 0	\$ 2,750
CA #9 – Supplemental Geo-environmental Engineering	\$ 0	\$ 42,900	\$ 0	\$ 42,900
CA #10–Supplemental Geo-environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #11–Supplemental Geo-environmental Engineering	\$ 0	\$ 13,200	\$ 0	\$ 13,200
CA #12–Supplemental Survey Building Height Certification	\$ 0	\$ 1,320	\$ 0	\$ 1,320
CA #13 – Solar Study	\$ 0	\$ 2,090	\$ 0	\$ 2,090
CA #14–Supplemental Geo-Environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #15–Supplemental Geo-Environmental Engineering	\$ 0	\$ 48,400	\$ 0	\$ 48,400
CA #16–Geothermal System Engineering & Construction Administration	\$ 0	\$ 79,244	\$ 0	\$ 79,244
CA #17–Vibration Monitoring Services	\$ 0	\$ 107,712	\$ 0	\$ 107,712
CA #18–Additional Survey	\$ 0	\$ 1,523.78	\$ 0	\$ 1,523.78
CA #19-Additional Geo-Environmental Construction Monitoring & Testing	\$ 0	\$ 26,070.00	\$ 0	\$ 26,070.00
CA #20-Additional Geo-Environmental Construction Monitoring & Testing	\$ 0	\$ 74,800.00	\$ 0	\$ 74,800.00
CA #21-Rain Garden Redesign and Geothermal Alternate	\$ 0	\$ 10,780.00	\$ 0	\$ 10,780.00
CA #22-Change to Terrazzo	\$ 0	\$ 0	\$ 12,500.00	\$ 12,500.00
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$8,363,787.78</b>	<b>\$ 12,500.00</b>	<b>\$9,555,547.78</b>

This Amendment is for design and construction services for the change from VCT to terrazzo in several areas of the first floor of the school as requested by the Town of Brookline.

## 3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$ 99563,170</u>

## 4. The Project Schedule shall be as follows:

Original Schedule:	<u>Phase 1 Substantial Completion – 11/4/2022</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>
Amended Schedule	<u>Phase 1 Substantial Completion – 5/31/2023</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>

Phase 1 – New Building, Roadways and Sidewalk Work

Phase 2 – Abatement &amp; Demolition of Existing Building, Geothermal Wells &amp; Site Improvements

## 5. This Amendment contains all the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist, or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**\_\_\_\_\_  
(print name)\_\_\_\_\_  
(print title)By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**DESIGNER:**Jonathan Levi  
\_\_\_\_\_  
(print name)Principal  
\_\_\_\_\_  
(print title)By: \_\_\_\_\_  
(signature)Date: December 13, 2022

1 November 2022

Mr. Jim Rogers  
Principal  
LEFTFIELD Project Management  
225 Franklin Street, 26th Floor  
Boston, MA 02110

Re: *Fee Proposal, Terrazzo Redesign, Documentation and CA  
Driscoll School, Brookline MA*

Dear Jim,  
Moving forward with the change to Terrazzo, JLA requests the that the additional architectural work be approved as additional services.

As described in Article 8.2, and 8.2.2 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services.

**Fee:**

Costs for additional meetings, redesign, putting the package together with a new set of drawings and specs, CA for approving the mix design samples with PSB, and CA for technical and design conformance submittals, shop drawings, and field inspection:  
\$12,500

Please do not hesitate to contact me if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray  
Senior Principal  
Jonathan Levi Architects



## 7.D.

12/1/22

Driscoll School Project

### Change Order #19 Summary

<u>Change Proposal Number</u>	<u>Change Value</u>
ATP 176 Terrazzo	478,231.00
<b>Total Change Order Value</b>	<b>\$478,231.00</b>

**ATP 176 Terrazzo** **\$478,231.00**  
Owner request to change from VCT to terrazzo in first floor main public area.

## 9.A.

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

	<b>MUNICIPAL EMPLOYEE INFORMATION</b>
Name:	Joslin Murphy
Title or Position:	Trustee of the Walnut Hills Cemetery
Municipal Agency:	Town of Brookline
Agency Address:	333 Washington Street Brookline, MA 02445
Office Phone:	██████████
Office E-mail:	██████████
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	<b>PARTICULAR MATTER</b>
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter.  Consideration of locations for expansion within the Cemetery for additional burial space, as well as future enhancements to the property.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter.  At a public hearing on or about January 24, 2023, the Cemetery Trustees are expected to consider and vote on a location within the Cemetery for the expansion of burial space. I anticipate discussing and voting on this proposal. There may also be future occasions when enhancements to the Cemetery are discussed and voted on.
	<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>
Write an X by all that apply.	<input checked="" type="checkbox"/> I have a financial interest in the matter. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the

## 9.A.

	<p>business organization has a financial interest in the matter.</p> <p>____ I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.</p>
Financial interest in the matter	<p>Please explain the financial interest and include a dollar amount if you know it.</p> <p>As a Cemetery abutter, I am presumed to have a financial interest in the matter under relevant state ethics law.</p>
Employee signature:	/s/ Joslin Murphy
Date:	12/14/2022

### DETERMINATION BY APPOINTING OFFICIAL

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	<b>DETERMINATION</b>
Determination by appointing authority:	<p>As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.</p>
Appointing Authority signature:	
Date:	
Comment:	

## 9.A.

**Attach additional pages if necessary.**

**The appointing authority shall keep this Disclosure and Determination as a public record.**

**Form revised February, 2012**


## Conflict Disclosure

Joslin Murphy <joslinmurphy16@gmail.com>

Wed 12/14/2022 12:09 PM

To: Charles Carey <ccarey@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

Cc: rmeiklejohn@verizon.net <rmeiklejohn@verizon.net>

 1 attachments (25 KB)

Murphy Section 19 Disclosure.pdf;

Dear Mr. Carey and Ms. Fields - As you likely know, I am an appointed Trustee of the Walnut Hills Cemetery. At a meeting of the Cemetery Trustees this morning, the Trustees considered a proposal for development expansion in the Cemetery. Because I am an abutter of the Cemetery, I am "presumed" to have a financial interest in this particular matter. Consequently, I sought an opinion from the Ethics Commission and was advised that I could participate in the meeting today as a private citizen. At today's meeting, I disclosed the conflict and participated as a private citizen. At the meeting, the remaining four Trustees voted to pursue consideration of two areas of the Cemetery that I do not believe will have any impact on my property should they go forward. I am now seeking a determination from the Select Board, as my appointing authority, for a determination "that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from me" in accordance with G.L. c. 268A s. 19 prior to the Trustees' next meeting on **January 24, 2023**.

Regards, Joslin Murphy

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Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 1/5/2023 10:06 AM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	1/5/2023
Name	Alan Christ
Email:	<a href="#">alanchr</a> [REDACTED]
Street Address	[REDACTED]
Zip	02445
Preferred Phone #	[REDACTED]
Committee you are a member of?	EDAB
List of accomplishments in the last 3 year	Chair of 10 Brookline Place Architecture Subcommittee, Coolidge Corner Study Committee Member, Kent Station Senior Housing Committee Member, River Road Study Committee Member, Precinct 4 Town Meeting Member, Brookline Small Business Owner
Future Goals	Reworking of the town's zoning code with a form-based code, Harvard Street rezoning to comply with MBTA Commutier Legislation, Centre Street Parking Lot Redevelopment and Public Space Study
Question ? Please contact the Select Board at <a href="mailto:selectboard@brooklinema.gov">selectboard@brooklinema.gov</a> , 617 730-2200	

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